



BOARD OF DIRECTORS AGENDA

LOSSAN RAIL CORRIDOR AGENCY BOARD OF DIRECTORS MEETING

**Monday, September 16, 2019
11:15 a.m. – 12:45 p.m.**

Orange County Transportation Authority Headquarters
Board Room – Conference Room 07
550 South Main Street
Orange, California

Teleconference Sites:

Burbank City Hall
275 East Olive Avenue
City Council Office – 2nd Floor
Burbank, CA

County of Santa Barbara Administration Building
105 East Anapamu Street
Board of Supervisors Private Conference Room 405 – 4th Floor
Santa Barbara, CA

Poway City Hall
13325 Civic Center Drive
City Manager's Office
Conference Room 2118 – 2nd Floor
Poway, CA

San Diego Metropolitan Transit System
1255 Imperial Avenue
Executive Committee Conference Room – 10th Floor
San Diego, CA

Solana Beach City Hall
635 South Highway 101
Mayor's Conference Room – 1st Floor
Solana Beach, CA

Tampa Convention Center
333 South Franklin Street
Meeting Room 14 - 1st Floor
Tampa, FL



BOARD OF DIRECTORS AGENDA

Teleconference Sites (Continued):

Ventura County Criminal Justice Training Center
106 Durley Avenue
Instructor of Record Office
Camarillo, CA

Any person with a disability who requires a modification, accommodation or agenda materials in an alternative format in order to participate in the meeting should contact the LOSSAN Clerk of the Board, telephone 714-560-5676, no less than two (2) business days prior to this meeting to enable LOSSAN to make reasonable arrangements to assure accessibility to this meeting.

Agenda Descriptions

The agenda descriptions are intended to give members of the public a general summary of items of business to be transacted or discussed. The posting of the recommended actions does not indicate what action will be taken. The Board of Directors may take any action which it deems to be appropriate on the agenda item and is not limited in any way by the notice of the recommended action.

Public Comments on Agenda Items

Members of the public may address the Board of Directors regarding any item. Please complete a speaker's card and submit it to the Clerk of the Board or notify the Clerk of the Board the item number on which you wish to speak. Speakers will be recognized by the Chairman at the time the agenda item is to be considered. A speaker's comments shall be limited to three (3) minutes.

All documents relative to the items referenced in this agenda are available for public inspection at www.lossan.org or through the LOSSAN Clerk of the Board's office at the OCTA Headquarters, 600 South Main Street, Orange, California.



BOARD OF DIRECTORS AGENDA

2019 BOARD OF DIRECTORS

(revision as of 7/26/19)

County	Members	Alternates
San Luis Obispo: 1 vote	Fred Strong Council Member, City of Paso Robles Member, San Luis Obispo Council of Governments	Jeff Lee Mayor, City of Grover Beach Member, San Luis Obispo Council of Governments Andy Pease Vice Mayor, City of San Luis Obispo Member San Luis Obispo Council of Governments
Santa Barbara: 1 vote	Gregg Hart Supervisor, 2nd District Santa Barbara County Board of Supervisors Member, Santa Barbara County Association of Governments	Cathy Murillo Mayor, City of Santa Barbara Member, Santa Barbara County Association of Governments
Ventura: 1 vote	Bryan MacDonald Council Member, City of Oxnard Member, Ventura County Transportation Commission	Jim White Representative, Ventura County Transportation Commission
Los Angeles: 2 votes	Jess Talamantes Council Member, City of Burbank Member, Los Angeles County Metropolitan Transportation Authority John Fasana Mayor, City of Duarte Member, Los Angeles County Metropolitan Transportation Authority	David Perry Representative, Los Angeles County Metropolitan Transportation Authority Mary Lou Echternach Representative, Los Angeles County Metropolitan Transportation Authority
Orange: 2 votes	Al Murray (Chairman) Executive Director, City of Tustin Chamber of Commerce Representing, Orange County Transportation Authority Tim Shaw Council Member, City of La Habra Member, Orange County Transportation Authority	Laurie Davies Mayor Pro Tem City of Laguna Beach Member, Orange County Transportation Authority Mark A. Murphy Mayor, City of Orange Member, Orange County Transportation Authority



BOARD OF DIRECTORS AGENDA

County	Members	Alternates
Riverside: 1 vote	Dana Reed (Vice Chairman) Council Member, City of Indian Wells Member, Riverside County Transportation Commission	(Vacant)
San Diego: 2 votes	Jewel Edson Deputy Mayor, City of Solana Beach Member, North County Transit District Caylin Frank Council Member, City of Poway Member, San Diego Metropolitan Transit System Ellie Haviland Deputy Mayor, City of Del Mar Member, San Diego Association of Governments	Priya Bhat-Patel Mayor Pro Tem, City of Carlsbad Member, North County Transit District Bill Sandke Mayor Pro Tem, City of Coronado Member, San Diego Metropolitan Transit System Ron Morrison Vice Mayor, City of National City Member, San Diego Association of Governments
Ex-Officio Members: Amtrak	(Vacant)	
California Department of Transportation	Kyle Gradinger Representative, California Department of Transportation	
California High-Speed Rail Authority	(Vacant)	
Southern California Association of Governments	Alan D. Wapner Council Member, City of Ontario Member, Southern California Association of Governments	



BOARD OF DIRECTORS AGENDA

Call to Order

Pledge of Allegiance

1. Public Comments

At this time, members of the public may address the Board of Directors regarding any items within the subject matter jurisdiction of the Board of Directors, but no action may be taken on off-agenda items unless authorized by law. Comments shall be limited to three (3) minutes per speaker, unless different time limits are set by the Chairman subject to the approval of the Board of Directors.

Special Calendar

There are no Special Calendar Matters.

Consent Calendar (Items 2 through 6)

All items on the Consent Calendar are to be approved in one motion unless a Board Member or a member of the public requests separate action or discussion on a specific item.

2. Approval of Minutes

Approval of the minutes of the LOSSAN Board of Directors meeting of July 15, 2019.

3. Fiscal Years 2019-20 and 2020-21 Business Plan and Fiscal Year 2019-20 Budget Update

Jason Jewell

Overview

The Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency's fiscal years 2019-20 and 2020-21 business plan and fiscal year 2019-20 budget were approved by the Board of Directors on March 18, 2019, and revised on June 17, 2019, in order to incorporate the federal fiscal year 2019-20 revenue and expense forecast received from Amtrak on April 1, 2019. The original business plan was submitted to the Secretary of the California State Transportation Agency on March 29, 2019, prior to the April 1, 2019 deadline, and the revised business plan was submitted on June 28, 2019. The Secretary of the California State Transportation Agency has approved the revised business plan as outlined in this staff report.

Recommendation

Receive and file as an information item.

BOARD OF DIRECTORS AGENDA

4. **Approval to Release Request for Proposals for Pacific Surfliner Videography and Photography Services**

Emilia Doerr

Overview

Consultant services are needed to provide videography and photography services for the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency in support of the Pacific Surfliner marketing program. Staff has developed a request for proposals to initiate a competitive procurement to select a firm to provide these services.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 9-1432 for selection of a consultant to provide videography and photography services for the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency.
- B. Approve the release of Request for Proposals 9-1432 for Pacific Surfliner videography and photography services for the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency for a one-year initial term with two, two-year option terms.

5. **Approval to Release Request for Proposals for Pacific Surfliner Creative Services**

Emilia Doerr

Overview

Consultant support is needed to provide marketing services for the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency, including creative services and strategic consultation. Staff has developed a request for proposals to initiate a competitive procurement to select a consultant to provide the requested services.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 9-1542 for the selection of a consultant to provide creative services for the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency.
- B. Approve the release of Request for Proposals 9-1542 for creative services for the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency for a one-year initial term with two, two-year option terms.

BOARD OF DIRECTORS AGENDA

6. **Business Class Refresh Project - State Rail Assistance Program Funding** Roger M. Lopez

Overview

The Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency continues to improve the amenities offered to passengers on the Pacific Surfliner service. On June 17, 2019, the Board of Directors authorized a project to upgrade the business class passenger experience by upgrading the business class rail cars. The State Rail Assistance program, an element of Senate Bill 1, provides funding for both operations and capital improvements to commuter and intercity rail services. An overview of the business class refresh project and recommendation for inclusion in the State Rail Assistance program of projects is presented for Board of Directors review and approval.

Recommendations

- A. Approve the use of \$300,000 in fiscal year 2018-19 State Rail Assistance formula funds for the business class refresh project.
- B. Authorize the managing director to negotiate and execute all necessary agreements to facilitate the utilization of State Rail Assistance funding as described herein.

Regular Calendar

7. **Corridor Optimization Update and Additional Scope** Roger M. Lopez

Overview

On November 28, 2018, the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency Board of Directors approved the selection of Deutsche Bahn Engineering & Consulting USA, Inc., to provide corridor optimization support services. Staff is providing an update on the current status of this effort, as well as providing details on additional scope that is being added to the project. An amendment to the existing agreement is required for additional scope associated with performing corridor optimization services.

BOARD OF DIRECTORS AGENDA

7. (Continued)

Recommendations

- A. Authorize the Managing Director to negotiate and execute an Amendment to Agreement No. L-8-0017 between the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency and Deutsche Bahn Engineering & Consulting USA, Inc., in the amount of \$86,026, for additional scope associated with performing corridor optimization services.
- B. Authorize the Managing Director to negotiate and execute an Agreement with North County Transit District for the reimbursement of the costs associated with the additional scope.

8. Pacific Surfliner On-Time Performance Analysis

Roger M. Lopez

Overview

A report on on-time performance trends for the Pacific Surfliner passenger rail service on the Los Angeles - San Diego - San Luis Obispo rail corridor, covering the third quarter of federal fiscal year 2018-19, is presented for consideration.

Recommendation

Receive and file as an information item.

9. Pacific Surfliner Ridership Trend Analysis

Roger M. Lopez

Overview

In April and October of 2018, the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency's Pacific Surfliner passenger rail service implemented schedule and operational adjustments necessary to facilitate the implementation of peak-period service between Los Angeles and Ventura - Santa Barbara counties. A detailed evaluation of the ridership trends since the April 2018 schedule change has been performed as requested by the Board of Directors. The results of this analysis are presented for consideration.

Recommendation

Receive and file as an information item.



BOARD OF DIRECTORS AGENDA

10. Quarterly Marketing Update

Emilia Doerr

Overview

The Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency's fiscal year 2018-19 marketing effort supports key priorities outlined in the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency's fiscal years 2018-19 and 2019-20 business plan by engaging in marketing strategies and programs designed to help grow awareness, ridership, and revenue on the Pacific Surfliner service. This report provides a summary of marketing activities and performance through April 2019.

Recommendation

Receive and file as an information item.

Discussion Items

11. Managing Director's Report

12. Board Members' Report

13. Closed Session

There is no Closed Session scheduled.

14. Adjournment

The next regularly scheduled meeting of this Board will be held:

Monday, October 21, 2019

11:00 a.m. – 1:00 p.m.

Gold Coast Transit District

Board Room

1901 Auto Center Drive

Oxnard, CA 93036



MINUTES

Board of Directors' Meeting

Call to Order

The July 15, 2019 Board of Directors (Board) meeting of the Los Angeles - San Diego - San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) was called to order by Chairman Murray at 12:32 p.m., at the Los Angeles County Metropolitan Transportation Authority, Board Room - Third Floor, One Gateway Plaza, Los Angeles, California.

Chairman Murray announced that several of the Directors would participate in today's meeting via teleconferencing, and all votes would be taken by roll call.

Directors Present: Al Murray, Chairman
 Dana Reed, Vice Chairman
 Jewel Edson, NCTD (teleconference)
 Mary Lou Echternach, Metro
 Caylin Frank, SDMTS (teleconference)
 Gregg Hart, SBCAG
 Ellie Haviland, SANDAG (teleconference)
 Bryan MacDonald, VCTC
 Tim Shaw, OCTA (teleconference)
 Fred Strong, SLOCOG
 Jess Talamantes, Metro
 Kyle Gradinger, Caltrans, Ex-Officio
 Alan D. Wapner, SCAG, Ex -Officio (teleconference)

Directors Absent: John Fasana, Metro
 Eric Hosey, Amtrak, Ex-Officio

Staff Present: Jennifer L. Bergener, Managing Director
 Olga Prado, LOSSAN Agency Clerk of the Board
 James Donich, General Counsel (teleconference)

Pledge of Allegiance

The pledge of allegiance was led by Director Strong.

1. Public Comments

A public comment was heard from Eric Reese, (via teleconference from Ontario), who provided suggestions on how to enhance the current Amtrak Guest Rewards Program to help increase ridership and patronage of Amtrak destinations as follows:

- Restructure the program to offer the ability to redeem points for either free or reduced admission to sporting events and attractions.
- Reward riders with coffee and pastries via partnership with Starbucks or Coffee Bean.
- Work with Amtrak to structure the current rewards program to be dynamic to encourage specific behaviors by using a tiered-points system, and he provided an example.
- Integrate customer service into the program, where riders on delayed or canceled trains receive free points as compensation.
- Enhancing the rewards program with the Amtrak App increases adoption of the App.
- The App will allow operations to analyze ridership and travel patterns and allow marketing to focus advertisement and outreach in areas that see a lot of interest for potential ridership increase.

Special Calendar

There were no Special Calendar Matters.

Consent Calendar (Items 2 and 3)

2. Approval of Minutes

A public comment was heard from Eric Reese, (via teleconference from Ontario), who provided suggestions regarding Union Pacific Railroad's (UPRR) position on passenger train expansion as follows:

- Encouraged the LOSSAN Agency to partner with the Santa Barbara County Association of Governments (SBCAG) and the Ventura County Transportation Commission (VCTC) and discuss the acquisition of the UPRR Santa Barbara subdivision from Moorpark to Goleta.

2. (Continued)

- Purchasing the right-of-way (ROW) from UPRR would help increase train frequencies, allow for the use of tilting trains that can travel faster through curves, allow the use of diesel multiple units, as well as provide the ability to take up the equivalent of one to two lanes of traffic off Highway 101.
- Owning the track ROW would ensure Pacific Surfliner on-time performance (OTP) by giving the agencies complete dispatch and ROW maintenance control, as well as would allow the agencies to take an incremental approach to capital projects.
- Referenced a 2017 article that mentioned that UPRR wanted \$100 million for five years to lease the tracks, as well as other stipulations.
- Acquiring the ROW would give the agencies the ability to make adjustments to peak-hour trains to help increase fare revenue and passenger miles.
- With peak-hour rail service being a high-priority for the LOSSAN Agency, SBCAG, and VCTC, now would be the time for the LOSSAN Agency to consider charting its own course without UPRR.

Director Haviland inquired about Item 4 on the minutes (Annual Performance Evaluation of the Agency's Managing Director). Director Haviland stated that there was no written evaluation provided to the Board of Directors (Board) other than the brief comments in the staff report and asked if there was an actual written evaluation from the Executive Committee meeting.

James Donich, General Counsel, responded that he believed there was a written evaluation from the Executive Committee, and would provide a copy to the Board.

Jennifer L. Bergener, Managing Director, added that staff previously forwarded to the Board, the list of accomplishments for the LOSSAN Agency, and she would forward both the written evaluation and the list of accomplishments to the Board.

A motion was made by Director MacDonald, seconded by Director Strong, and following a roll call vote, declared passed 10-0, to approve the minutes of the LOSSAN Board of Directors meeting of June 17, 2019.

3. **Los Angeles - San Diego - San Luis Obispo Rail Corridor Trends for the Second Quarter of Federal Fiscal Year 2018-19**

A motion was made by Director MacDonald, seconded by Director Strong, and following a roll call vote, declared passed 10-0, to receive and file as an information item.

Regular Calendar

4. **Federal Fiscal Years 2019-20 and 2020-21 Operating Agreement with Amtrak for Pacific Surfliner Intercity Passenger Rail Service**

Jason Jewell, Finance and Administration Manager, provided background information on the current operating agreement with Amtrak.

Mr. Jewell reported that staff is recommending a one-year agreement to ensure the continuity of services, while allowing for continued negotiations with Amtrak on several material areas of the agreement related to marketing, technology, and equipment. Mr. Jewell provided a brief description on each.

Mr. Jewell also reported that Amtrak has recently expressed a desire to remove cars from the Pacific Surfliner fleet to redeploy them to other Amtrak routes. He added that LOSSAN Agency staff is seeking other opportunities to either directly lease or own equipment for exclusive use on the Pacific Surfliner service rather than continuing to lease through Amtrak.

Mr. Jewell stated that, consistent with current practices, staff would return to the Board for the second year authorization, which would allow for the inclusion of Amtrak's federal fiscal year (FFY) 2020-21 operating forecast and any necessary budget amendments.

A discussion ensued as follows:

- Consensus from various Board Members to prioritize both Wi-Fi and marketing as both have a major effect on ridership and are crucial elements of the LOSSAN Agency's mission.
- Expressed concerns that Amtrak wants to remove cars from the Pacific Surfliner fleet, and that could be a detriment to the LOSSAN Agency's service.
- Independent control over the Wi-Fi system would improve service to passengers.
- The current cost for onboard passenger technology is roughly \$350,000, and the line item for next year's budget is roughly \$365,000.
- Staff currently does not have estimates for the other equipment options being considered and expects to return to the Board within the next three months to report on the options.
- Clarification that Amtrak committed to fully support the Wi-Fi through the coming FFY but not beyond that point, and staff has agreed to those terms and believes this is acceptable.

4. (Continued)

- Staff is engaged in ongoing discussions with Amtrak about the removal of 17 of the low-level cars from the fleet. Amtrak is aware that the LOSSAN Agency does not support the removal of cars without the replacement of said cars.
- Staff feels that it is not prudent for the LOSSAN Agency to enter into a second year agreement without resolution of key items, and clarification that Amtrak is not being an unwilling partner in any of these discussions.
- The Amtrak operating agreement is unique and does not get competitively bid. Because of the nature of the service, the LOSSAN Agency has, in perpetuity, the ability to negotiate its contracts with Amtrak through the interagency transfer agreement with the State.

A motion was made by Chairman Murray, seconded by Director Strong, and following a roll call vote, declared passed 10-0, to authorize the Managing Director to negotiate and execute an agreement with Amtrak to provide for the continued operation of the Pacific Surfliner intercity passenger rail service for a term of one year, in an amount not to exceed \$31,678,283 for federal fiscal year 2019-20. Authorization for federal fiscal year 2020-21 will be subject to further negotiations with Amtrak and contingent upon subsequent year funding approvals by the State of California.

5. Agreement with the Union Pacific Railroad for the Reimbursement of Positive Train Control Implementation

Jennifer L. Bergener, Managing Director, provided information on the proposed agreement with UPRR for the reimbursement of infrastructure improvements previously made on the Santa Barbara subdivision, as follows:

- Over the past 24 months, staff has had several discussions regarding the implementation of positive train control (PTC) technology.
- PTC for the Pacific Surfliner service was required to be implemented by December 2018 by federal regulation, and Amtrak initiated, built, and implemented the back office server (BOS), which is considered to be the brains of the operation.
- Each host railroad owner had to implement the track infrastructure components of PTC that then communicate with the train and with the BOS.
- In early 2018, UPRR made a formal request for reimbursement of expenses previously made on the Santa Barbara subdivision. The initial request was seeking \$9 million, and staff worked with the California Department of Transportation (Caltrans) to secure the necessary funding. UPRR subsequently revised its request to approximately \$8.5 million.

5. (Continued)

- Staff immediately began discussions and negotiations with both UPRR and Amtrak because the tracks are shared between the Coast Starlight and the Pacific Surfliner.
- Staff tried to coordinate efforts with the Amtrak host railroad group who is negotiating with UPRR for a national settlement on PTC; however, an agreement on a national level has not been reached.
- Staff is seeking to advance the payment for the Santa Barbara subdivision as the funding does have a finite life to it.
- For the passenger rail services operating on the Santa Barbara subdivision, UPRR would not have been required implement PTC; therefore, the LOSSAN Agency has some responsibility for reimbursement to UPRR.
- Staff is proposing to make the payment to UPRR in the amount sought while Amtrak continues to negotiate for its specific share.

Chairman Murray thanked Ms. Bergener for the report and stated that he and the Board would agree that safety is a priority and supports the endeavors to facilitate PTC.

Director Gradinger echoed Chairman Murray's comments and stated that Caltrans recognized the need for implementing this safety infrastructure in time for the federal deadline and was very pleased with the effort that LOSSAN Agency staff made to bring the investment amount down to \$8.5 million.

A motion was made by Director Strong, seconded by Director Talamantes, and following a roll call vote, declared passed 10-0, to authorize the Managing Director to negotiate and execute an agreement with the Union Pacific Railroad, in an amount not to exceed \$8,550,676, for improvements and enhancements on the Santa Barbara subdivision including the full implementation of positive train control.

6. Central Coast Layover Facility Expansion Project Funding Update

Jennifer L. Bergener, Managing Director, reported that the LOSSAN Agency, in coordination with the UPRR member agencies, stakeholders, and the Caltrans Division of Rail and Mass Transportation (DRMT) are underway with the San Luis Obispo layover facility project, which supports the LOSSAN Agency's plans for future service growth.

Ms. Bergener provided background information on the Central Coast Layover Facility Project (Project) as follows:

- The LOSSAN Agency assumed the lead agency responsibility for the Project in May 2018, following the initial project development and programming of funding by Caltrans DRMT.

6. (Continued)

- During the development of the scope of work and Project Approval and Environmental Documentation phase, staff determined that an expanded environmental document was necessary.
- In order to adjust the Project schedule to account for this more comprehensive document, staff worked with Caltrans to develop a request to extend the timeline for the funding, specifically for phase two of the project.
- A request had to be made to the California Transportation Commission (CTC) in order to reprogram the funds, and the CTC indicated that it would not support or approve the extension of time.
- The CTC further advised that the LOSSAN Agency should allow the funds to lapse and reprogram them, in coordination with Caltrans DRMT, for the 2020 State Transportation Improvement Program (STIP).
- Both the CTC and Caltrans DRMT strongly support the reprogramming of the funds.

A motion was made by Director Strong, seconded by Vice Chairman Reed, and following a roll call vote, declared passed 10-0, to:

- A. Direct staff to continue the Project Approval and Environmental Documentation efforts for the Central Coast Layover Facility Expansion Project.
- B. Authorize the Managing Director to submit a 2020 State Transportation Improvement Program funding request for preparing Plans, Specifications, and Estimates for the Central Coast Layover Facility Expansion Project and process all necessary agreements to facilitate the submission and acceptance of funds.

Discussion Items

7. Pacific Surfliner On-Time Performance Analysis

Roger M. Lopez, Manager, Planning and Analysis, provided an overview and a PowerPoint presentation on this item as follows:

- Average Endpoint OTP – Systemwide;
- Average Endpoint OTP – Detail by Train;
- Delay Analysis: FFY 2018-19, Quarter 2 (Q2) Year Over Year;
- Delay Analysis: FFY Q2 – Distribution by Host;
- Initial Terminal Performance;
- Delay Distribution – By Location;

7. (Continued)

- Train 763 – Delay Analysis;
- Train 774 – Delay Analysis;
- Train 785 – Delay Analysis;
- Conclusions – Q2; and
- Questions.

A robust discussion ensued as follows:

- Ongoing discussions with host railroads indicate that improving OTP is a priority.
- Due to time constraints with meeting facilities and times, staff was not able to schedule the OTP workshop discussed at the June 17, 2019 Board meeting, and this presentation is in lieu of the workshop.
- When a recurring OTP problem is observed, Amtrak reaches out to the host railroads immediately to try to resolve the issue.
- There is a tremendous amount of short-term and long-term construction work being done in San Diego County which affects OTP.
- The incentive agreement with North County Transit District (NCTD) is nearly executed, which staff expects will result in better dispatching, and conversations with UPRR continue about opportunities to improve the infrastructure in the UPRR-controlled territory.
- UPRR leadership has indicated interest on increased trespassing enforcement; however, many of the tracks are on private property and cooperation from the local jurisdictions is needed to help enforce the clearing of the homeless areas.
- It is partially up to the LOSSAN Agency and its host railroads to make requests to the local jurisdictions to obtain permission to police the private property.
- In the future, it would be helpful if staff provides an accompanying staff report that interprets the OTP analysis PowerPoints.
- Information on the Corridor Improvement Team (CIT) meetings was provided, who the team is comprised of, how often it meets, and types of topics discussed.
- Inquiry if the CIT should be meeting more often, and what can the Board Members do to help staff.
- Staff feels meeting quarterly is sufficient, given the large nature of the CIT and that the meetings take place in different venues throughout the entire corridor.
- San Diego County does very well in clearing incidents quickly, followed by Orange County. Moving north through the corridor, there continues to be some struggle.
- For now, should focus on just the southern end of the corridor and give some time to the incentive agreement and monitor the performance, and then move up to the northern end of the corridor.

7. (Continued)

- Board Members continuing to advocate and lobby for funding at the state and federal levels is helpful.
- Intrusions, accidents, police activity, trespasser strikes, a tree falling onto the tracks, etcetera, are things that fall under the third party category.
- Incentive agreements are instrumental to improving OTP and include language that specifically indicates that the incentive payment has to be reinvested in the LOSSAN rail corridor.
- The California Highway Patrol (CHP) does a very good job of clearing incidents in a rapid manner and we could use their protocol and piggyback on what they do to get traffic moving.
- Discussion on what San Diego and Orange counties are doing to clear out scenes faster than Los Angeles County.
- There have been discussions with Metrolink about embarking on a joint effort with Amtrak, the LOSSAN Agency, and the Los Angeles County Metropolitan Transportation Authority to do more outreach to help familiarize first responders and the coroner's office to the urgency of clearing scenes.
- Suggestion to bring the different types of first responders, police and fire chiefs, CHP, Caltrans, and heads of emergency preparedness teams together to discuss what San Diego County does to clear incidents and come up with efficiencies and best practices.
- Staff has been working with Los Angeles local law enforcement and others to try to facilitate conversations with the various first responders; however, getting the right people in the room has been a challenge.
- Reference to Page 2 of the PowerPoint (Average Endpoint OTP – Systemwide) which shows the downward trend is not improving, and staff should reevaluate the benefit of the quarterly CIT meetings.
- Impacts of construction might be something to highlight in the upcoming OTP reports and how that affects the downward trend.
- If the LOSSAN Agency had precedence over commuter rail, there would be phenomenal OTP.

A public comment was heard from Eric Reese, (via teleconference from Ontario), who provided comments and suggestions on how to improve OTP as follows:

- Encouraged the Board and staff to consider hiring an exclusive team of workers dedicated to clearing out homeless encampments, cut back vegetation, and address trespassing issues.
- The dedicated team could add fencing near vulnerable areas to stop the number of homeless encampments and people who illegally cross the tracks.

7. (Continued)

- Install an intrusion detection system that can notify dispatch/operations if there is activity in close proximity to the tracks.
- Install security cameras within the ROW and at grade crossings to help operations pinpoint potential areas of concern or incidents before a train approaches.
- Consider implementing a “sealed corridor” via quadrant gates, as well as a detection system that would be able to alert dispatch/operations of potential vehicles on the tracks.
- Partner with law enforcement agencies and host railroads in increasing the police presence and patrol of the ROWs.
- Through the lobbying for state and federal funds, the LOSSAN Agency could fund increased police presence and increased enforcement of laws to help reduce vehicle and pedestrian strikes which contribute to train delays.

No action was taken on this information item.

8. Managing Director's Report

Jennifer L. Bergener, Managing Director, reported on the following:

- Wednesday, July 17th, kicks-off the LOSSAN Agency's extremely popular Del Mar and Comic-Con International season, which is the agency's busiest time of the summer season. Extra cars are being provided on select high-demand trains, an additional roundtrip through the weekend is running, and the Rail 2 Rail Program is being suspended during this period to ensure full utilization of the LOSSAN Agency's fleet.
- Once additional information is available, staff will bring an item to the Board regarding the ongoing Wi-Fi discussions.
- A couple of months back, UPRR met with LOSSAN Agency staff and shared their modeling results and what they would like to see from the LOSSAN Agency in an effort to run additional trains. One of the concerns to the LOSSAN Agency was not having the ability to run additional service until all the stipulations had been met. UPRR has committed to move forward with a phased implementation and a call is scheduled next week to advance that discussion.
- Staff will bring an item to the Board regarding the ongoing equipment discussions with Amtrak.

8. (Continued)

- If there are additional projects to include in the 2020 STIP, staff will bring a standalone agenda item to the Board. Staff will take today's Board directive and include the Central Coast Layover Facility Expansion Project in the City of San Luis Obispo.

9. Board Members' Report

Director MacDonald reported that Saturday was the grand opening of the Gold Coast Transit District (GCTD) facility in Oxnard. He added that GCTD is a state of the art facility that has beautiful accommodations which the Board Members will see at the September 16th LOSSAN Agency Board meeting. Director MacDonald added that GCTD staff will arrange transportation to and from the train station for Board Members attending, and GCTD is looking forward to showing its hospitality.

Director Hart reported that the Santa Barbara County Grand Jury has just released a report that raises some issues about pedestrian intrusion in the tracks and the fatalities resulting from that. He added that SBCAG will be convening a task force with some of the other local agencies to begin to develop a strategic to address these issues, and he would share today's Board meeting discussions with them.

10. Closed Session

There was no Closed Session scheduled.



MINUTES

Board of Directors' Meeting

11. Adjournment

The meeting of the LOSSAN Agency's Board adjourned at 1:49 p.m. The next regularly scheduled meeting of this Board will be held:

Monday, September 16, 2019

11:00 a.m. – 1:00 p.m.

Gold Coast Transit District

Board Room

1901 Auto Center Drive

Oxnard, California

ATTEST:

Al Murray
LOSSAN Chairman

Olga Prado
LOSSAN Clerk of the Board



September 16, 2019

To: Members of the Board of Directors

From: Jennifer L. Bergener, Managing Director

Subject: Fiscal Years 2019-20 and 2020-21 Business Plan and Fiscal Year 2019-20 Budget Update

Overview

The Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency's fiscal years 2019-20 and 2020-21 business plan and fiscal year 2019-20 budget were approved by the Board of Directors on March 18, 2019, and revised on June 17, 2019, in order to incorporate the federal fiscal year 2019-20 revenue and expense forecast received from Amtrak on April 1, 2019. The original business plan was submitted to the Secretary of the California State Transportation Agency on March 29, 2019, prior to the April 1, 2019 deadline, and the revised business plan was submitted on June 28, 2019. The Secretary of the California State Transportation Agency has approved the revised business plan as outlined in this staff report.

Recommendation

Receive and file as an information item.

Background

On March 18, 2019, the Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) Board of Directors (Board) approved the LOSSAN Agency's fiscal year (FY) 2019-20 and 2020-21 annual business plan (Business Plan), including the LOSSAN Agency's FY 2019-20 budget (Budget). Included in both the adopted Business Plan and Budget is funding for operations, administrative and marketing services, and grant-funded projects. The adopted Budget included in the Business Plan for Amtrak operations was based on preliminary cost estimates available at the time of adoption and consistent with Board-approved Budget assumptions.

On June 15, 2019, the LOSSAN Agency Board approved a revision to the Business Plan for FY 2019-20 and FY 2020-21, including the Budget for FY 2019-20. This revision incorporated Amtrak's federal FY 2019-20 operating revenue and expense forecast as well as a separate estimate Amtrak developed for an additional round trip between San Diego and Los Angeles. The LOSSAN Agency's revised

Business Plan and Budget was submitted to the California State Transportation Agency (CalSTA) on June 28, 2019.

On July 31, 2019, CalSTA provided written approval of the revised Business Plan and Budget.

Discussion

The revised Business Plan and Budget requested \$30,501,008 in operations funding for net Amtrak operating costs. This amount includes the net estimated cost for an additional round trip between San Diego and Los Angeles as forecasted by Amtrak. It also includes an assumption that the Santa Barbara County Association of Governments will fund half of the cost of retimed trains which provide peak-period service from Ventura to Santa Barbara counties. In addition, the operating fund request included \$160,000 for transit connectivity and integration for continuation of the transit transfer program, emergency bus bridge services, and Live Nation concert train services. This funding request has been approved by CalSTA.

Additional one-time Amtrak operational funding is approved by CalSTA for the Wi-Fi equipment installation and the refresh of six leased Amtrak Superliner cars that have been provided by Amtrak for exclusive use on the Pacific Surfliner service. The funding amount for this project has been approved for \$516,935. This amount is included in the revised Budget. An amendment to the federal FY (FFY) 2018-19 Amtrak operating agreement has been executed for this project, which the LOSSAN Board approved at the June 16, 2019 Board meeting.

The LOSSAN Agency's revised Business Plan and Budget requested \$5,088,548 in administrative funding. CalSTA has approved this funding request, which provides \$4,878,548 in FY 2019-20 funds for administrative staffing, including a full-time Program Manager position, as well as professional services, travel, insurance, and other business expenses. The remaining FY 2018-19 funds in the amount of \$210,000, have been approved to be re-allocated towards the San Diego County layover and maintenance facility study.

CalSTA specifically approved up to \$156,000 of additional administrative funding resources in support of hiring a full-time Managing Director. Staff will bring back to the LOSSAN Board any Budget amendments necessary once the final salary and benefits for this position are known.

Consistent with prior-year marketing fund requests, the revised Business Plan and Budget requested \$2,000,000 in marketing funding. This request has been approved by CalSTA. In addition, CalSTA has approved the use of an estimated \$1,450,000 in remaining marketing funds from prior years.

Consistent with prior FY funding requests for minor projects, the LOSSAN Agency requested \$500,000 for minor projects funding. This request has been approved by CalSTA.

The revised FY 2020-21 funding requests for operations, administrative, marketing, and minor capital expenditures have been noted by CalSTA and will be analyzed in the context of the State budget capacity for FY 2020-21. The FY 2020-21 funding request for operations will also be revised once the FFY 2020-21 Amtrak operating forecast is provided by Amtrak and approved by the LOSSAN Board.

Summary

The Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency revised fiscal years 2019-20 and 2020-21 business plan and fiscal year 2019-20 budget were approved by the Board of Directors on June 16, 2019, and submitted to the Secretary of the California State Transportation Agency on June 28, 2019. The California State Transportation Agency has approved the revised business plan and budget for the funding amounts requested by the LOSSAN Agency for operations, administrative, marketing, and minor projects.

Attachments

None.

Prepared by:

A handwritten signature in black ink, appearing to read 'J. Jewell', is written over a light gray rectangular background.

Jason Jewell
Finance and Administration Manager
(714) 560-5086



September 16, 2019

To: Members of the Board of Directors

From: Jennifer L. Bergener, Managing Director

Subject: Approval to Release Request for Proposals for Pacific Surfliner Videography and Photography Services

Overview

Consultant services are needed to provide videography and photography services for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency in support of the Pacific Surfliner marketing program. Staff has developed a request for proposals to initiate a competitive procurement to select a firm to provide these services.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 9-1432 for selection of a consultant to provide videography and photography services for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency.
- B. Approve the release of Request for Proposals 9-1432 for Pacific Surfliner videography and photography services for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency for a one-year initial term with two, two-year option terms.

Discussion

The Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) is responsible for marketing the Pacific Surfliner service in order to enhance public awareness of the service and increase ridership and revenue.

In early 2016, the LOSSAN Agency initiated a competitive procurement process for consultant support to provide videography services to support marketing the Pacific Surfliner service. On May 17, 2016, the LOSSAN Agency Board of Directors (Board) awarded a contract for videography services for a one-year term. The term of the agreement was subsequently extended 3 times utilizing budget remaining in the original contract. The LOSSAN Agency is now

initiating the procurement process for a new contract that includes an updated scope of work.

Video production services and professional photography are required to create marketing content that will enable LOSSAN Agency marketing staff to meet marketing program goals and position the Pacific Surfliner as a preferred transportation option.

Video and still photography will be a key component of the content marketing strategy for the Pacific Surfliner service. Best practices will be evaluated and refined by the selected agency in consultation with LOSSAN Agency staff in order to produce compelling content that can be used on the PacificSurfliner.com website, on social media, and through broadcast ad buys.

Procurement Approach

The LOSSAN Agency's Board-approved contracting and procurement policy requires that the Board approve all requests for proposals (RFP) over \$100,000, as well as approve the evaluation criteria and weightings. Staff is submitting for Board approval the draft RFP and evaluation criteria and weights, which will be used to evaluate the proposals received in response to the RFP. The proposed evaluation criteria and weights are as follows:

The proposed evaluation criteria and weights are as follows:

- | | | |
|---|-----------------------------------|------------|
| • | Qualifications of the Firm | 25 percent |
| • | Staffing and Project Organization | 25 percent |
| • | Work Plan | 30 percent |
| • | Cost and Price | 20 percent |

Several factors were considered in developing the evaluation criteria weights.

Work plan is weighted highest at 30 percent to emphasize the importance of the firm demonstrating its ability to transfer its past experience and knowledge to the LOSSAN Agency and provide solutions specific to videography, photography and marketing needs and opportunities. Qualifications of the firm is weighted at 25 percent. The firm must demonstrate a proven track record for meeting LOSSAN Agency vendor requirements. Staffing/Project Organization is weighted at 25 percent as the firm must demonstrate staffing experience in the required specializations for videography and photography and also demonstrate its level of commitment and availability. Cost is weighted at 20 percent to ensure the LOSSAN agency receives the best value for the requested services.

The contract term for this procurement will be a one-year initial term with two, two-year option terms. The budget for the initial term is anticipated to be \$300,000.

Fiscal Impact

Marketing services were included in the LOSSAN Agency's fiscal year (FY) 2019-20 and 2020-21 annual business plan and Board-adopted budget for FY 2019-20. The LOSSAN Agency requested and received \$2 million in state-provided marketing funds for FY 2019-20. This amount is consistent with the three prior FY marketing budgets approved by the California State Transportation Agency.

Summary

Board of Directors approval is requested to release Request for Proposals 9-1432 for Pacific Surfliner videography and photography services and to approve the proposed evaluation criteria and weightings.

Attachment

- A. Draft Request for Proposals (RFP) 9-1432, Pacific Surfliner Videography and Photography Services

Prepared by:



Emilia Doerr
Marketing & Communications Officer
(714) 560-5370

DRAFT REQUEST FOR PROPOSALS (RFP) 9-1432

**PACIFIC SURFLINER
VIDEOGRAPHER AND
PHOTOGRAPHER SERVICES**



**ORANGE COUNTY TRANSPORTATION AUTHORITY
ON BEHALF OF:
LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR
AGENCY
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282**

Key RFP Dates

Issue Date:	September 16, 2019
Pre-Proposal Conference Date:	September 23, 2019
Question Submittal Date:	September 24, 2019
Proposal Submittal Date:	October 1, 2019
Interview Date:	October 15, 2019

TABLE OF CONTENTS

SECTION I: INSTRUCTIONS TO OFFERORS	1
SECTION II: PROPOSAL CONTENT	8
SECTION III: EVALUATION AND AWARD	15
EXHIBIT A: SCOPE OF WORK.....	18
EXHIBIT B: COST AND PRICE FORMS	28
EXHIBIT C: PROPOSED AGREEMENT	31
EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM	32
EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM.....	34
EXHIBIT F: SAFETY SPECIFICATIONS	39
EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS.....	49



September 17, 2019

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 9-1432: “PACIFIC SURFLINER VIDEOGRAPHER AND PHOTOGRAPHER SERVICES”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

On behalf of the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency), the Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide full-service video production and photography to provide digital assets (videos and photos) to be used in Amtrak's Pacific Surfliner marketing communications. The budget for this project is \$300,000 for a one-year initial term.

Proposals must be received in the Authority's office at or before 2:00 p.m. on October 1, 2019.

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Yvette Crowder, Senior Contract Administrator**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Yvette Crowder, Senior Contract Administrator**

Note: The Authority utilizes a third-party delivery service; therefore, anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above.

Proposals are considered received once time stamped at the Authority's physical address.

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

Firms interested in obtaining a copy of this RFP may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

All firms interested in doing business with the LOSSAN Agency are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu, click on CAMM NET to register.

To receive all further information regarding this RFP 9-1432, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Marketing, Advertising & Media
Services

Commodity:

Audio / Video Production
Services Complete
Photography Services
Video Production

A pre-proposal conference will be held on September 23, 2019, at 2:30 p.m. at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 07. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established October 15, 2019, as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS**A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held on September 23, 2019, at 2:30 p.m., at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 07. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the LOSSAN Agency's objectives.

C. ADDENDA

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

All communication and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Yvette Crowder, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5616, Fax: 714.560.5792
Email: ycrowder@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the

proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.
ycrowder@octa.net

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on September 24, 2019.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: ycrowder@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than September 26, 2019 Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Yvette Crowder, Senior Contract Administrator.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Marketing, Advertising & Media
Services

Commodity:

Audio / Video Production
Services Complete
Photography Services
Video Production

Inquiries received after 5:00 p.m. on September 24, 2019 will not be responded to.

F. SUBMISSION OF PROPOSALS

Offeror is responsible for ensuring third-party deliveries arrive at the time and place as indicated in this RFP.

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on October 1, 2019.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Yvette Crowder, Senior Contract Administrator**

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: Yvette Crowder, Senior Contract Administrator**

Note: The Authority utilizes a third-party delivery service; therefore, anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time stamped at the Authority's physical address.

3. Identification of Proposals

Offeror shall submit an **original and 4 copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number. In addition to the above, Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD, DVD, or flash drive.

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the Authority;
3. Negotiating with the Authority any matter related to this proposal; or
4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

H. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

J. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be with fully-burdened labor rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A. The contract will be a one-year term with two, two-year option terms.

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships

or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

M. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Yvette Crowder, Senior Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the

services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method, which will be used by the Offeror to manage the project as well as identify key personnel assigned.

Offeror to:

- (1) Identify key personnel proposed to perform the work in the specified services and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (4) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

Offeror should provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of LOSSAN Agency's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the services specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the services and specify who would perform them.
- (3) Identify methods that Offeror will use to ensure quality control as well as budget and schedule control for the project.
- (4) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (5) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not

materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form (Exhibit G) must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form (Exhibit G) or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services described in Exhibit A, Scope of Work.

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the rates quoted in the schedules. It is anticipated that the Authority will issue a time and expense-price contract specifying fully-burdened labor rates and anticipated expenses to complete the Scope of Work.

5. Appendices

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

B. FORMS

1. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it must be included in only the **original** proposal.

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is

true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

3. Proposal Exceptions and/or Deviations Form

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the offers received based on the following criteria:

1. **Qualifications of the Firm** **25%**

 Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.

2. **Staffing and Project Organization** **25%**

 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

3. **Work Plan** **30%**

 Depth of Offeror's understanding of LOSSAN Agency's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the specified services; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

4. **Cost and Price** **20%**

 Reasonableness of the fully-burdened rates and anticipated expenses; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals using criteria identified in Section III A. A list of top-ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal.

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established October 15, 2019, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend

the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations, Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the LOSSAN Board of Directors, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority.

C. AWARD

The Authority will evaluate the proposals received and will submit the proposal considered to be the most competitive to the LOSSAN's Board of Directors for consideration and selection. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

PACIFIC SURFLINER VIDEOGRAPHER & PHOTOGRAPHER SERVICES

I. INTRODUCTION

This Scope of Work describes the Consultant's essential roles, responsibilities, functions, activities, and deliverables necessary for the successful implementation of the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency's marketing program for the Amtrak Pacific Surfliner.

The Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency wishes to contract with a full-service video production and photography firm to provide digital assets (videos and photos) to be used in Amtrak's Pacific Surfliner marketing communications for the purpose of:

- Capturing the experience on board, showcasing the destinations and communities we serve
- Enhancing the public perception and raising awareness of the Pacific Surfliner
- Creating videos that resonate with the target audiences and meet both brand standards and business objectives to increase awareness, revenue, and ridership

Consultants are encouraged to collaborate with sub-contractors so that turnkey video production can be delivered. If necessary to complete the requirements of the scope of work, Consultants will serve as a responsible party for direct costs associated with third-party software services on a pass-through basis.

Through this contract, Consultant shall provide expertise in specific service categories and supplement LOSSAN's in-house marketing and communications staff as well as work with external vendors contracted for specific marketing specialties including web development, design, branding and direct response marketing.

II. BACKGROUND

The 351-mile LOSSAN Rail Corridor travels through a six-county coastal region in Southern California and is the second busiest intercity passenger rail corridor in the United States. The LOSSAN Rail Corridor Agency manages the Amtrak Pacific Surfliner service, which has an annual ridership of nearly 3 million. There are currently 24 daily Pacific Surfliner trains between Los Angeles and San Diego, with 10 trains extending to Santa Barbara/Goleta counties and four to San Luis Obispo County. The Pacific Surfliner serves 27 stations between San Diego and San Luis Obispo counties.

The LOSSAN Agency will promote the Pacific Surfliner as a viable transportation option for travelers to destinations along the LOSSAN rail corridor and beyond. In addition to rail service, dedicated Amtrak Thruway bus connections supplement the train by providing transportation to and from San Luis Obispo for rail passengers making connections to

Pacific Surfliner trains in Santa Barbara. Thruway buses also provide connections between northern and southern California, and between Orange County and Palm Springs/Coachella Valley.

The LOSSAN Agency wishes to contract with a full-service video production firm that offers pre-production, production and post-production capabilities to increase effective videos and photography that achieve the Pacific Surfliner marketing goals. This firm will support the LOSSAN Agency video production and photography needs in order to generate cost-efficient and highly effective videos and photos.

One of the primary marketing tactics the LOSSAN Agency will use is video for sharing information and driving customer demand. Video communicates a wide range of topics from planning a trip and how-to-ride tutorials to safe traveling and destination highlights.

III. GOALS

Consultant shall produce broadcast, online videos, and photography to achieve the following goals during the course of the contract:

- Develop highly creative, compelling and engaging video concepts for production
- Complete each state of pre-production, production, post-production and distribution on time and on budget
- Produce extremely high quality and cost-effective videos that communicate with the right target audience, inspire view loyalty, encourage viewer engagement and attract a large number of video views
- Support measurable marketing tactics including generating click-throughs, increasing reach via social sharing and receiving new sign-ups
- Set up and manage digital asset management system and ongoing archiving

IV. VIDEO AND STILL PHOTOGRAPHY

The LOSSAN Agency will use video and stills to communicate and market the following services:

- Pacific Surfliner train service
- Pacific Surfliner onboard experiences
- Pacific Surfliner exterior experiences along the route
- Pacific Surfliner destinations
- How-to-Ride tutorials
- Local Events
- Sponsorship coverage

Consultant shall develop videos with compelling content that will entertain, educate and encourage Pacific Surfliner use. In addition, videos will be developed in broadcast quality and optimized for web and social media use. The videos will be promoted by paid ads on existing social networks and will serve as an important communications and marketing tool for the organization.

V. QUALIFICATIONS

Consultant shall have experience producing in areas including but not limited to:

- Public service announcements
- Promotional videos
- Explainer videos
- Documentary or short-story segments
- Product/Service videos
- Training/Tutorial videos
- Narrative stories
- Online videos
- Event videos
- Short-format, social media videos
- Animated videos
- Still photography shoots
- Graphic design
- Aerial/drone videos
- Edited content for news agencies, vendors, and sponsors

Consultant shall be capable of delivering a wide range of video and photography services. This will require proficiency in areas such as video production, editorial, sound design, color correction, 2D and 3D animation and visual effects. Consultant shall be able to professionally pre-produce, produce, edit, finish and distribute using the following capabilities but not limited to:

- Concept development and creative ideation
- FAA licensed remote pilot certificate with a sUAS rating
- Scripting
- Storyboarding
- Pre-production; from storyboards to location scouting
- Producing
- Directing
- Creative lighting
- Color-match footage
- Color-correcting suites
- Recording studio
- Sound effects
- Motion graphics and animation
- Digital environments
- Closed captioning and subtitling
- Mastering for broadcast and online
- Still photography and photo editing capabilities
- Digital asset management and archiving

In addition, Consultant shall have experience with the following approaches:

- Online multiplatform mastering and distribution
- Lead generation
- Viral and video marketing

Non-Technical Skills:

- Ability to effectively communicate technical ideas to a non-technical audience
- Ability to take abstract ideas from staff and complete them in a professional and timely manner
- Ability to work under strict deadlines and budget constraints

VI. SERVICES RENDERED

This section contains a brief description of the types of technical services required for this contract. The work plan shall provide a precise and clear description of the Consultant's ability to meet the requirements of each service category specified below. Consultants proposing on this RFP are encouraged to sub-contract services, which are outside of their expertise.

As LOSSAN Agency's Agency of Record, the Consultant will be authorized to act on behalf of the LOSSAN Agency to negotiate, purchase, and place media, as well as manage invoices and payments. If necessary to complete the requirements of the scope of work, Consultant will license directly with vendors and publishers to obtain necessary media placements and utilities.

- 1) On-Call Services – This effort primarily includes video, but Consultant shall be proficient in photo, design, and other creative content production services.
- 2) Video Enhancements – The need to reach the greatest audience with the most cost-effective approaches necessitates occasional repurposing of existing video assets and final cuts. Working together with the internal marketing team, Consultant shall assist in making video enhancements, including minor edits, re-cuts, ret-dubs or changes to titling.
- 3) Digital Asset Management and Archiving – This service ensures that every asset and creative content produced for the LOSSAN Agency is organized and managed properly. This also ensures that content is maximized for different, multiple uses. Consultant shall assist in recommending a digital asset management platform, transcode, index, and catalogue all of LOSSAN's digital assets.
- 4) Creative Services – Develop creative briefs and general concepts based on strategic objectives and present rough layouts and rationale for evaluation. Develop creative assets for implementation across Pacific Surfliner channels including digital, print,

broadcast, social, PR, paid media, and other customer communication channels as needed. Consultant shall be able to respond quickly to implement creative development through concept development, execution and production in a timely manner to meet the project deadlines.

- 5) Support creative strategy development and work-cross functionally to deliver the best user experiences across a broad range of channels and mediums. Must understand trends affecting relevant industries, mediums, and audiences. Consultants shall have experience designing for responsive frameworks and understand techniques for fluid design across multiple screen resolutions. Collaborate with in-house marketing team to expertly craft stories that visually and verbally resonate with target audiences to motivate action.
- 6) Consultant shall provide original photography, videography, and illustration services as needed for use on a variety of marketing channels. Videography and photography support should include selection and management of paid models, the ability to provide studio shots on seamless, interior building and/or train shots including people, and location shots showcasing various trains. Trains will either be static or moving.
- 7) Copywriting and Messaging Development – Create engaging marketing content as needed to drive ridership, boost engagement and enhance relationships with various audiences. Consultant will be responsible for writing compelling copy that aligns with the Pacific Surfliner brand.
- 8) Digital Storytelling – Use content marketing to create brand awareness and motivate target audiences to action. Work with in-house marketing and communications team to develop targeted and relevant stories that educate and inspire customers while growing customer base and cultivating user loyalty. Capture the unique and compelling attributes of the Pacific Surfliner service to create clear and consistent communications across various channels and diverse audiences. Partner with content producers along the route to localize communication materials and implement core messaging and across all assets.
- 9) Pass-Through Costs: Serve as the responsible party for direct costs associated with third-party software services on a pass-through basis. Expenses related to software fees and licensing must be approved in advance. These expenses will be billed at actual cost.

VII. PROJECT MANAGEMENT

The LOSSAN Marketing and Communications Officer will be the key contact for Consultant and will direct the Consultant's work efforts. The selected Consultant will be responsible for implementing the services described in this Scope of Work under the direction of the LOSSAN Marketing and Communications Officer. The LOSSAN Marketing and Communications Officer will form, and be a part of, an internal project team to assist in providing project direction. All jobs performed by Consultant will require a cost

estimate within two (2) days of project requests and the prior approval from the LOSSAN Marketing and Communications Officer before commencing work.

The Consultant shall designate a project manager within the firm to be the primary liaison with the LOSSAN Agency for day-to-day marketing activities. The project manager will manage written communications through the LOSSAN Agency's online project management system. The project manager shall have the authority to make commitments and decisions that are binding to the Consultant. Any changes to a Consultant's key personnel under this project shall be subject to the LOSSAN Agency's written approval.

Consultant shall invoice the LOSSAN Agency for services rendered on a monthly basis.

Deliverables shall include, but are not limited to:

- a. Job-by-job estimates of time and materials needed to complete each project, approved by the designated LOSSAN Marketing and Communications Officer
- b. Documentation of strategies, tactics, design recommendations, evaluation criteria, timeline, and budget proposal including executive briefs and reporting
- c. Implementation of effective design, layout, editorial, and art direction from concept and development through execution and production tailored to strategic objectives
- d. Pro-active feedback for enhancements to optimize ongoing campaigns, refine messaging, boost online engagement and search engine visibility, and meet other performance metrics.

VIII. APPENDIX

The LOSSAN Agency's efforts to create awareness and generate interest in the Pacific Surfliner service include a broad range of marketing activities from communicating critical rider information and engaging with audiences through various channels to launching new service promotions and working to increase revenue related to key business objectives. The focus of the FY 2019-20 and FY 2020-21 marketing plan is to support key priorities outlined in the Business Plan, as well as engage in the marketing strategies and programs listed below.

Marketing Strategies

Strengthening the Pacific Surfliner brand

LOSSAN Agency staff will continue to develop and strengthen the Pacific Surfliner brand with efforts that include continuous review of the current brand as it is presented today, as well as customer analysis and qualitative market research. LOSSAN Agency staff will also work to define all aspects of the brand, ultimately developing guidelines for voice and visuals that help support clear and consistent communications across various channels and diverse audiences. Developing and documenting the Pacific Surfliner visual identity and editorial style will help ensure the LOSSAN Agency continues to create compelling

campaigns and stories that resonate with audiences while telling a clear and powerful story about the Pacific Surfliner experience and driving intended actions.

Building marketing tools and content

Building a marketing program requires a deep understanding of the Pacific Surfliner audience and their motivations. Conducting market research and mapping out buyer personas will be critical to identifying any potential concerns or questions that prospective passengers may have. Developing tools and content to answer these questions are key not only to boosting awareness, but also to motivating action. Designing reusable content around a clear purpose will help boost marketing productivity.

Passenger communications

The LOSSAN Agency's marketing efforts will include developing offers that address audience concerns and motivations – from sweepstakes and trial promotions to educational tools and interactive content, in order to promote loyalty and engagement. Staff will identify target markets and develop strategic campaigns to drive tangible outcomes (email acquisition, engagement with content, trial usage, promotional redemption). The LOSSAN Agency will also pilot new channels and refine current efforts to more effectively reach existing audiences and new markets while building long-term customer relationships.

Informational messages and critical passenger information regarding service impacts will continue to be regularly communicated to both customers planning trips and passengers in transit via the Pacific Surfliner website, social media accounts, and other relevant channels. These efforts to enhance communication will help increase customer satisfaction.

Public relations

The LOSSAN Agency will develop and implement targeted public relations campaigns to generate featured stories and related publicity in order to boost awareness of the Pacific Surfliner service while enhancing the brand's credibility. In addition to regular press release distributions to print, online and broadcast media, the LOSSAN Agency will work to pitch stories and develop media contacts across industries including transportation and tourism. Efforts will also include working with bloggers and online influencers to promote visibility and awareness of the Pacific Surfliner. In addition to increasing the Pacific Surfliner's overall presence, public relations efforts will utilize media monitoring tools to track coverage and identify opportunities to protect and enhance the Pacific Surfliner brand.

Generating sales referrals to Amtrak.com

One of the key metrics that the LOSSAN Agency uses to help measure the impact of marketing activities on ridership and revenue is Amtrak referral sales reports. These reports track the number of visits to [PacificSurfliner.com](https://www.pacificsurfliner.com) that ultimately result in successful bookings on [Amtrak.com](https://www.amtrak.com). The LOSSAN Agency uses a combination of broad reach and targeted marketing efforts to ensure that high quality sales leads are directed to [PacificSurfliner.com](https://www.pacificsurfliner.com).

Destination marketing

The LOSSAN Agency will continue to expand its destination-based marketing efforts to promote train travel among consumers in market to travel to key destinations along the LOSSAN rail corridor. The LOSSAN Agency continues to build and cultivate partnerships along the Pacific Surfliner route to increase market share and brand awareness in target markets, encouraging more Southern California residents and visitors to take the train. Participating in cross-promotional opportunities with strategic partners helps to decrease advertising costs and provides added value for Pacific Surfliner customers.

Marketing Programs

Branding and awareness

Ongoing campaigns will be designed to boost engagement with the Pacific Surfliner brand. General advertising along the corridor is necessary to generate a high number of impressions and create interest in the Pacific Surfliner service while highlighting key selling points, such as scenic views, stress-free travel, and the comfort and convenience of onboard amenities. New marketing channels will be tested to more effectively reach both existing audiences and new markets. Investments will be made in digital, outdoor, print, and broadcast advertising, as well as partnerships with local sports teams and local visitors bureaus to generate awareness and support traffic back to the [PacificSurfliner.com](https://www.pacificsurfliner.com) and Amtrak sales channels.

Advertising campaigns and direct marketing

Staff will plan and implement short- and long-term integrated advertising and outreach campaigns to increase market share and strengthen customer relationships. Staff will work with contracted vendors to identify target markets and develop comprehensive media plans focused on boosting brand awareness and increasing ridership. Regular reporting and data analysis will provide opportunities to refine campaigns to maximize return on marketing investments. This will include a robust marketing effort to support the initiation of additional roundtrips between San Luis Obispo, Los Angeles, and San Diego, as well as any other service improvements that are implemented.

New Pacific Surfliner digital platform

A new [PacificSurfliner.com](https://www.pacificsurfliner.com) digital platform was launched in early 2019, including a new content management system, which will allow future marketing efforts to adapt to changing market conditions while keeping pace with evolving technology and customer expectations.

Many of the bookings on [PacificSurfliner.com](https://www.pacificsurfliner.com) are assumed to be from new or latent riders, as frequent passengers tend to book directly through [Amtrak.com](https://www.amtrak.com) or the Amtrak mobile app. This illustrates that the LOSSAN Agency's marketing efforts are crucial to not only maintain current customers, but also to reach new and distinct markets that present opportunities to grow ridership and revenue. It is especially important to capture new market segments. New passengers on the Pacific Surfliner can then be turned into return customers by Amtrak through its national sales and promotional efforts, retargeting activities using transactional data, and loyalty incentives like Amtrak Guest Rewards that drive customers back to Amtrak points of sale for future trips.

Field marketing engagement

The field marketing engagement program is designed to build awareness of the Pacific Surfliner service while developing and strengthening relationships with local communities. By generating interest and engagement with the Pacific Surfliner service, the program will position the Pacific Surfliner brand as top of mind and drive customers to [PacificSurfliner.com](https://www.pacificsurfliner.com) and Amtrak points of sale. The program will include investments in sponsorships, memberships, and advertising programs that are coordinated through strategic partnerships with convention and visitors' bureaus, collegiate and professional sports franchises, live event promoters, and local event producers.

Metrics and milestones

As the LOSSAN Agency further develops its marketing program, it is prudent to invest in expanded marketing activities once marketing staff has sufficient insight into which efforts are productive and are able to take action on efforts that need to be refined. In addition to campaign monitoring and reporting, LOSSAN Agency staff will continue to develop analytics to demonstrate return on investment, provide audience insight and help inform future marketing activities. LOSSAN Agency staff will also continue to work with Amtrak to improve reporting in order to better reconcile marketing efforts with Amtrak sales data, and gain insight to optimize future marketing strategies.

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 9-1432

All rates are “fully loaded”, i.e., includes all overhead, general costs, administrative costs and profit.

SCHEDULE I – HOURLY RATE SCHEDULE

Personnel Descriptions (Rates are fully burdened):

Job Function	Initial Term Hourly Rate Effective 12/1/19 through 11/30/20	First Option Term Hourly Rate Effective 12/1/20 through 11/30/22	Second Option Term Hourly Rate Effective 12/1/22 through 11/30/24
Photographer			
Videographer			
Producer			
Director			
Camera Operator			
Production Support			
Editor			
Video Finishing			
Pre-Production Lead			
Pre-Production Support			

Other Labor Charges:

Job Function:	Initial Term Hourly Rate Term Effective 12/1/19 through 11/30/20	First Option Term Hourly Rate Effective 12/1/20 through 11/30/22	Second Option Term Hourly Rate Effective 12/1/22 through 11/30/24

Provide fully-burdened hourly rates for the above designated labor. The fully-burdened hourly rates will be included in the resulting agreement should your proposal be selected for contract award.

SCHEDULE II – OTHER DIRECT COSTS SCHEDULE (ODC)

Description	Quantity	Unit Cost

Additional ODC required and authorized by the Authority but not included in this Agreement will be reimbursed either (a) "at cost" or (b) up to the applicable current rate listed in this Schedule II, whichever is less. Pre-approved equipment rentals will also be reimbursed at cost. Additional sheets may be included.

Please note the following:

- The Authority will not reimburse Consultant for hours charged to perform activities associated with the preparation and review of invoices submitted to the Authority.
- The Authority will not reimburse Consultant for local meals and travel time, unless previously approved, and any other expenses not included within this Exhibit B.

1. I acknowledge receipt of **RFP 9-1432** and Addenda No.(s) .
2. This offer shall remain firm for days from the date of proposal.
(Minimum of 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE

FACSIMILE #

EMAIL ADDRESS

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

PROPOSED AGREEMENT NO. L-

BETWEEN

LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY

AND

THIS AGREEMENT is made and entered into this ___ day of _____ 2019 ("Effective Date"), by and between the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a joint powers authority of the State of California (hereinafter referred to as "AGENCY"), and (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, AGENCY requires assistance from CONSULTANT to provide to provide full-service video production and photography services for digital assets (videos and photos) to be used in Amtrak's Pacific Surfliner marketing communications; and

WHEREAS, said work cannot be performed by the regular employees of AGENCY; and

WHEREAS, CONSULTANT has represented that it has the requisite personnel and experience, and is capable of performing such services; and

WHEREAS, CONSULTANT wishes to perform these services;

NOW, THEREFORE, it is mutually understood and agreed by AGENCY and CONSULTANT as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between AGENCY and CONSULTANT and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

B. AGENCY's failure to insist in any one or more instances upon CONSULTANT's performance

of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of AGENCY's right to such performance or to future performance of such terms or conditions and CONSULTANT's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AGENCY except when specifically confirmed in writing by an authorized representative of AGENCY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. AGENCY DESIGNEE

The Managing Director of AGENCY, or designee, shall have the authority to act for and exercise any of the rights of AGENCY as set forth in this Agreement.

ARTICLE 3. SCOPE OF WORK

A. CONSULTANT shall perform the work necessary to complete in a manner satisfactory to AGENCY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this reference, incorporated in and made a part of this Agreement. All services shall be provided at the times and places designated by AGENCY.

B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this Agreement.

Names

Functions

C. No person named in paragraph B of this Article, or his/her successor approved by AGENCY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or level of commitment hereunder be changed, without the prior written consent of AGENCY. Should the services of any key person become no longer available to CONSULTANT, the resume and qualifications of the proposed replacement shall be submitted to AGENCY for approval as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the incumbent key person, unless CONSULTANT is not provided with such notice by the departing employee. AGENCY shall respond to CONSULTANT within seven (7) calendar days following receipt of these qualifications concerning

acceptance of the candidate for replacement.

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence upon execution by both parties and shall continue in full force and effect through _____, unless earlier terminated or extended as provided in this Agreement.

ARTICLE 5. PAYMENT

A. For CONSULTANT's full and complete performance of its obligations under this Agreement and subject to the maximum cumulative payment obligation provisions set forth in Article 7, AGENCY shall pay CONSULTANT on a time-and-expense basis in accordance with the following provisions.

B. CONSULTANT shall invoice AGENCY on a monthly basis for payments corresponding to the work actually completed by CONSULTANT. Drive time may not be charged to AGENCY. Work completed shall be documented in a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted by CONSULTANT. AGENCY shall pay CONSULTANT at the hourly labor rates specified in Exhibit B, entitled "Price Summary Sheet," which is attached to and by this reference, incorporated in and made a part of this Agreement. These rates shall remain fixed for the term of this Agreement and are acknowledged to include CONSULTANT's overhead costs, general costs, administrative costs and profit. CONSULTANT shall also furnish such other information as may be requested by AGENCY to substantiate the validity of an invoice. At its sole discretion, AGENCY may decline to make full payment until such time as CONSULTANT has documented to AGENCY'S satisfaction, that CONSULTANT has fully completed all work required. AGENCY's payment in full shall constitute AGENCY's final acceptance of CONSULTANT'S work.

C. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in duplicate to AGENCY's Accounts Payable office. CONSULTANT may also submit invoices electronically to AGENCY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice shall be accompanied by the monthly progress report specified in paragraph B of this Article. AGENCY shall remit payment within thirty (30) calendar days of the receipt and approval of each invoice. Each invoice shall

include the following information:

1. Agreement No. L -
2. Specify the effort for which the payment is being requested;
3. The time period covered by the invoice;
4. Labor (staff name, hours charged, hourly billing rate, current charges, and cumulative charges) performed during the billing period;
5. Total monthly invoice (including project-to-date cumulative invoice amount);
6. Itemized expenses including support documentation incurred during the billing period;
7. Monthly Progress Report;
8. Certification signed by the CONSULTANT or his/her designated alternate that a) The invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup information included with the invoice is true, complete and correct in all material respects; c) All payments due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not include any amount which CONSULTANT intends to withhold or retain from a subcontractor or supplier unless so identified on the invoice.
9. Any other information as agreed or requested by AGENCY to substantiate the validity of an invoice.

ARTICLE 6. MAXIMUM OBLIGATION

Notwithstanding any provisions of this Agreement to the contrary, AGENCY and CONSULTANT mutually agree that AGENCY's maximum cumulative payment obligation (including obligation for CONSULTANT's profit) shall be _ Dollars (\$.00) which shall include all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs arising from, or due to termination of, this Agreement.

ARTICLE 7. NOTICES

All notices hereunder and communications regarding the interpretation of the terms of this

Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and addressed as follows:

To CONSULTANT:

To AGENCY:

Los Angeles-San Diego-San Luis Obispo Rail

Corridor Agency

550 South Main Street

P.O. Box 14184

Orange, California 92863-1584

ATTENTION:

ATTENTION: Yvette Crowder

Senior Contract Administrator

(714) 560-5616

ARTICLE 8. INDEPENDENT CONTRACTOR

CONSULTANT's relationship to AGENCY in the performance of this Agreement is that of an independent contractor. CONSULTANT's personnel performing services under this Agreement shall at all times be under CONSULTANT's exclusive direction and control and shall be employees of CONSULTANT and not employees of AGENCY. CONSULTANT shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.

ARTICLE 9. INSURANCE

A. CONSULTANT shall procure and maintain insurance coverage during the entire term of this Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONSULTANT shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with

a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of \$1,000,000.00 each accident;

3. Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of AGENCY, its officers, directors, employees or agents;

4. Employers' Liability with minimum limits of \$1,000,000.00; and

B. Proof of such coverage, in the form of a certificate of insurance, with the AGENCY, its officers, directors, employees and agents, designated as additional insureds as required by contract. In addition, provide an insurance policy blanket additional insured endorsement. Both documents must be received by AGENCY prior to commencement of any work. Proof of insurance coverage must be received by AGENCY within ten (10) calendar days from the effective date of this Agreement. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by AGENCY. Furthermore, AGENCY reserves the right to request certified copies of all related insurance policies.

C. CONSULTANT shall include on the face of the Certificate of Insurance the Agreement No. L- ; and, the Senior Contract Administrator's Name, Yvette Crowder.

D. CONSULTANT shall also include in each subcontract the stipulation that subcontractors shall maintain insurance coverage in the amounts required from CONSULTANT as provided in this Agreement.

E. CONSULTANT shall be required to immediately notify AGENCY of any modifications or cancellation of any required insurance policies.

ARTICLE 10. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

(1) the provisions of this Agreement, including all exhibits; (2) the provisions of RFP 9-1432; (3) CONSULTANT's proposal dated _____; (4) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 11. CHANGES

By written notice or order, AGENCY may, from time to time, order work suspension and/or make

changes in the general scope of this Agreement, including, but not limited to, the services furnished to AGENCY by CONSULTANT as described in the Scope of Work. If any such work suspension or change causes an increase or decrease in the price of this Agreement, or in the time required for its performance, CONSULTANT shall promptly notify AGENCY thereof and assert its claim for adjustment within ten (10) calendar days after the change or work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT from proceeding immediately with the Agreement as changed.

ARTICLE 12. DISPUTES

A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by the Orange County Transportation Authority's Director, Contracts Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMM, shall be final and conclusive.

B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of this Agreement and in accordance with the decision of the Director, CAMM. This Disputes clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any AGENCY official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

ARTICLE 13. TERMINATION

A. AGENCY may terminate this Agreement for its convenience at any time, in whole or part, by giving CONSULTANT written notice thereof. Upon said notice, AGENCY shall pay CONSULTANT its allowable costs incurred to date of termination and those allowable costs determined by AGENCY to be reasonably necessary to effect such termination. Thereafter, CONSULTANT shall have no further claims against AGENCY under this Agreement.

B. In the event either Party defaults in the performance of any of their obligations under this

Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon receipt of such notice, CONSULTANT shall immediately cease work, unless the notice from AGENCY provides otherwise. Upon receipt of the notice from AGENCY, CONSULTANT shall submit an invoice for work and/or services performed prior to the date of termination. AGENCY shall pay CONSULTANT for work and/or services satisfactorily provided to the date of termination in compliance with this Agreement. Thereafter, CONSULTANT shall have no further claims against AGENCY under this Agreement. AGENCY shall not be liable for any claim of lost profits or damages for such termination.

ARTICLE 14. INDEMNIFICATION

CONSULTANT shall indemnify, defend and hold harmless AGENCY, its officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct by CONSULTANT, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement.

ARTICLE 15. ASSIGNMENTS AND SUBCONTRACTS

A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONSULTANT, without the prior written consent of AGENCY. Consent by AGENCY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms and conditions of this Agreement.

B. AGENCY hereby consents to CONSULTANT's subcontracting portions of the Scope of Work to the parties identified below for the functions described in CONSULTANT's proposal. CONSULTANT shall include in the subcontract agreement the stipulation that CONSULTANT, not AGENCY, is solely responsible for payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim, and shall take no action, against AGENCY, its officers, directors, employees or sureties for

nonpayment by CONSULTANT.

Subcontractor Name/Addresses

Subcontractor Functions

ARTICLE 16. AUDIT AND INSPECTION OF RECORDS

CONSULTANT shall provide AGENCY, or other agents of AGENCY, such access to CONSULTANT's accounting books, records, payroll documents and facilities, as AGENCY deems necessary. CONSULTANT shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4) years from the date of final payment by AGENCY. AGENCY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in Article 15 of this Agreement. CONSULTANT shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 17. CONFLICT OF INTEREST

CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, CONSULTANT is unable, or potentially unable, to render impartial assistance or advice to AGENCY; CONSULTANT's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to AGENCY in writing Conflict of Interest issues as soon as they are known to CONSULTANT. All disclosures must be submitted in writing to AGENCY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

ARTICLE 18. CODE OF CONDUCT

CONSULTANT agrees to comply with AGENCY's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. CONSULTANT agrees to include these requirements in all of its subcontracts.

ARTICLE 19. PROHIBITION ON PROVIDING ADVOCACY SERVICES

CONSULTANT and all subconsultants performing work under this Agreement, shall be prohibited from concurrently representing or lobbying for any other party competing for a contract with AGENCY, either as a prime consultant or subconsultant. Failure to refrain from such representation may result in termination of this Agreement.

ARTICLE 20. FEDERAL, STATE AND LOCAL LAWS

CONSULTANT warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

ARTICLE 21. EQUAL EMPLOYMENT OPPORTUNITY

In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 22. PROHIBITED INTERESTS

CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or employee of AGENCY during his/her tenure in office or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 23. OWNERSHIP OF REPORTS AND DOCUMENTS

A. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of AGENCY. Copies may be made for CONSULTANT's records but shall not be furnished to others without written authorization from AGENCY. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained

by AGENCY.

B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings, descriptions, and all other written information submitted to CONSULTANT in connection with the performance of this Agreement shall not, without prior written approval of AGENCY, be used for any purposes other than the performance under this Agreement, nor be disclosed to an entity not connected with the performance of the project. CONSULTANT shall comply with AGENCY's policies regarding such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is or becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not use AGENCY's name, photographs of the project, or any other publicity pertaining to the project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without the express written consent of AGENCY.

C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be released by CONSULTANT to any other person or agency except after prior written approval by AGENCY, except as necessary for the performance of services under this Agreement. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be handled only by AGENCY unless otherwise agreed to by CONSULTANT and AGENCY.

ARTICLE 24. PATENT AND COPYRIGHT INFRINGEMENT

A. In lieu of any other warranty by AGENCY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against AGENCY on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT's expense for the defense of same. However, CONSULTANT will not indemnify AGENCY if the suit or claim results from:

(1) AGENCY's alteration of a deliverable, such that said deliverable in its altered form infringes upon any

presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when such use in combination infringes upon an existing U.S. letters patent or copyright.

B. CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AGENCY under any settlement made without CONSULTANT's consent or in the event AGENCY fails to cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONSULTANT, at no expense to AGENCY, shall obtain for AGENCY the right to use and sell said item, or shall substitute an equivalent item acceptable to AGENCY and extend this patent and copyright indemnity thereto.

ARTICLE 25. FINISHED AND PRELIMINARY DATA

A. All of CONSULTANT's finished technical data, including but not limited to illustrations, photographs, tapes, software, software design documents, including without limitation source code, binary code, all media, technical documentation and user documentation, photoprints and other graphic information required to be furnished under this Agreement, shall be AGENCY's property upon payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it shall have no interest or claim to such finished, AGENCY-owned, technical data; furthermore, said data is subject to the provisions of the Freedom of Information Act, 5 USC 552.

B. It is expressly understood that any title to preliminary technical data is not passed to AGENCY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations, software design documents, layouts and comprehensives prepared by CONSULTANT solely for the purpose of demonstrating an idea or message for AGENCY's acceptance before approval is given for preparation of finished artwork. Preliminary data title and right thereto shall be made available to AGENCY if CONSULTANT causes AGENCY to exercise Article 11, and a price shall be negotiated for all preliminary data.

ARTICLE 26. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

ARTICLE 27. HEALTH AND SAFETY REQUIREMENT

CONSULTANT shall comply with all the requirements set forth in Exhibit B, Level 2 Safety Specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. L- to be executed as of the date of the last signature below.

CONSULTANT

**LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL
CORRIDOR AGENCY**

By _____

By _____

Jennifer L. Bergener
Managing Director

Date: _____

Date: _____

APPROVED AS TO FORM:

By _____

James M. Donich
General Counsel

Date: _____

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name

Signature

Title

Date

EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of LOSSAN or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any LOSSAN Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes _____ No _____

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- | | | |
|---|-----------|----------|
| <input type="radio"/> The Prime Contractor | Yes _____ | No _____ |
| <input type="radio"/> Subconsultant | Yes _____ | No _____ |
| <input type="radio"/> Agent/Lobbyist hired by Prime
to represent the Prime in this RFP | Yes _____ | No _____ |

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY
AND AFFILIATED AGENCIES**

Board of Directors

Al Murray, Chairman
Dana Reed, Vice Chairman
Fred Strong, Director
Gregg Hart, Director
Bryan MacDonald, Director
Jess Talamantes, Director
John Fasana, Director
Tim Shaw, Director
Jewel Edson, Director
Caylin Frank, Director
Ellie Haviland, Director
Jeff Lee, Director
Andy Pease, Director
Cathy Murillo, Director
Jim White, Director
David Perry, Director
Mary Lou Echternach, Director
Laurie Davies, Director
Mark A. Murphy, Director
Priya Bhat-Patel, Director
Bill Sandke, Director
Ron Morrison, Director
Kyle Gradinger, Director
Alan D. Wapner, Director

EXHIBIT F: SAFETY SPECIFICATIONS

LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC), requirements of this safety specification, project site requirements, and bus yard safety rules as well as all federal, state, and local regulations pertaining to scope of work or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

C. INJURY AND ILLNESS PREVENTION PROGRAM

The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

D. SUBSTANCE ABUSE PREVENTION PROGRAM

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

E. HAZARD COMMUNICATION PROGRAM

- 1. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- 2. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

F. DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

1. Upon contract award, the contractor within 10 business days shall designate an on-site health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
2. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.
3. The Contractor's on-site qualified HSE Representative for all Authority projects is subject to acceptance by the Authority Project Manager, and the HSEC Department. All contact information of the HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager, upon request, within 72 hours.
4. The Contractor's HSE Representative shall possess at a minimum OSHA 30-Hour training certificate and have five years of demonstrated construction/scope experience enforcing HSE compliance on construction, industrial or similar project scopes. The contractor's HSE Representative shall be on site during Contractor's operational hours or arrange in advance proper HSE coverage by a competent person with the Authority Project Manager. The designated HSE Representative shall participate in HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.
5. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.
6. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project.

G. SCOPE PLANNING

Prior to any scope work activity or task, the Contractor shall evaluate the hazards of the scope of work and the work environment to ensure proper control measures are identified for employee public and property protections measures to prevent incidents. This evaluation shall be implemented by developing a written site- specific Job Hazard Analysis (JHA) or similar tool

designed for planning the work to prevent incidents. The plan shall be provided to the Authority's Project Manager, upon request, within 72 hours.

H. ORIENTATION

1. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 or 3 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.
2. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

I. TRAFFIC & PARKING

The Contractor shall ensure that all Contractor vehicles, including those of their subcontractors, suppliers, vendors and employees are parked in designated parking areas, personal vehicles shall be parked in the employee parking lot, work vehicles required in the maintenance area of a bus base shall be identified by company name and/or logo, covered by the company insurance, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots. Vehicles without appropriate company name and logo are considered personal vehicles and not allowed in the maintenance area of the bus base.

J. GENERAL PROVISIONS

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.
3. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
4. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental

hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.

5. The Contractor shall instruct all its employees, and all associated subcontractors under contract with the Contractor who work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.
6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.

1.2 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.
- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.
- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous

waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
 - 1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA

1.4 PERSONAL PROTECTIVE EQUIPMENT

Contractors, and all associated subcontractors, vendors and suppliers are required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

1.5 LANGUAGE REQUIREMENTS

The Contractor for safety reasons shall ensure employees that do not read, or understand English, shall have a bilingual supervisor or foreman when on the Authority property or projects.

1.6 WARNING SIGNS AND DEVICES

The Contractor shall provide signs, signals, and/or warning devices to be visible when and where a hazard exists. Signs, signals, and/or warning devices shall be removed when the hazard no longer exists.

1.7 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. OCTA Yard Safety Rules

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.

- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be applied for the safeguard of public and employees.

1.2 REGULATORY

- A. Injury/Illness Prevention Program
The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- B. Substance Abuse Prevention Program
Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- C. Heat Illness Prevention Program
Contractor shall comply with CCR Title 8, Section, Section 3395, Heat Illness Prevention. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- D. Hazard Communication Program
Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable chemical products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
 - a. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.
- E. Storm Water Pollution Prevention Plan
The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
 - 1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);

2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 3. Incidents impacting the environment, i.e. spills or releases on Authority projects or property.
 4. Outside Agency Inspections; agencies such as Cal/OSHA, DTSC, SCAQMD, State Water Resources Control Board, FTA, CPUC, EPA, USACE and similar agencies.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by an initial written incident investigation report shall be submitted to the Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.

1.4 DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

- A. Upon contract award, the contractor within 10 business days shall designate an on-site health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
- B. This person shall be a competent or qualified individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards (Cal/OSHA) and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. OCTA Yard Safety Rules

END OF SECTION

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority’s technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No._____

Complete Description of Deviation or Exception:


Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:



September 16, 2019

To: Members of the Board of Directors

From: Jennifer L. Bergener, Managing Director 

Subject: Approval to Release Request for Proposals for Pacific Surfliner Creative Services

Overview

Consultant support is needed to provide marketing services for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency, including creative services and strategic consultation. Staff has developed a request for proposals to initiate a competitive procurement to select a consultant to provide the requested services.

Recommendations

- A. Approve the proposed evaluation criteria and weightings for Request for Proposals 9-1542 for the selection of a consultant to provide creative services for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency.
- B. Approve the release of Request for Proposals 9-1542 for creative services for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency for a one-year initial term with two, two-year option terms.

Discussion

The Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) is responsible for marketing the Pacific Surfliner service in order to enhance public awareness of the service and increase ridership and revenue.

In mid-2018, the LOSSAN Agency initiated a competitive procurement process for consultant support to assist staff in strategic, creative, and technical aspects of marketing the Pacific Surfliner service. On November 28, 2018, the LOSSAN Agency Board of Directors (Board) awarded a contract for marketing services, with a one-year initial term and two, two-year option terms. The one-year initial term of the agreement expires December 31, 2019. It was determined that it is not in the best interest of the LOSSAN Agency to execute the option years in the

current contract. Re-procuring for marketing services will allow staff to better structure the contract moving forward and update the scope of work (SOW) to reflect the strategic marketing goals and anticipated efforts in the coming year. Therefore, the LOSSAN Agency is initiating the procurement process for a new contract that includes an updated SOW.

Marketing services are required for creative support and strategic consultation as needed to meet marketing program goals and position the Pacific Surfliner as a preferred transportation option.

Marketing services include the following:

- Creative implementation of data-driven, multi-channel media campaigns that target specific audience segments and optimize direct response rates
- Supporting ongoing efforts including print and digital advertising, email marketing, collateral development, onboard, and social media
- Creating marketing materials that resonate with target audiences and meet both brand standards and business objectives to increase awareness, revenue, and ridership
- Expanding destination-based marketing efforts through content that captures the engaging experiences, unique rider perspectives, and memorable events surrounding the Pacific Surfliner service
- Ensuring effective design, layout, editorial, and art direction from concept development, execution, and production tailored to strategic messaging goals
- Provide production, printing, and fulfillment of marketing collateral

Procurement Approach

The LOSSAN Agency's Board-approved contracting and procurement policy requires that the Board approve all requests for proposals (RFP) over \$100,000, as well as approve the evaluation criteria and weightings. LOSSAN Agency staff is submitting for Board approval the draft RFP and evaluation criteria and weights, which will be used to evaluate the proposals received in response to the RFP. The proposed evaluation criteria and weights are as follows:

- | | |
|-------------------------------------|------------|
| • Qualifications of the Firm | 25 percent |
| • Staffing and Project Organization | 25 percent |
| • Work Plan | 30 percent |
| • Cost and Price | 20 percent |

Several factors were considered in developing these weights. Work plan is weighted at 30 percent to emphasize the importance of the firm demonstrating its ability to provide solutions specific to the LOSSAN Agency's marketing needs and opportunities. Qualifications of the firm is weighted at 25 percent because due to the breadth and depth of the requested services, the successful firm must have a proven track record for meeting similar requirements in previous projects. Staffing and project organization is also weighted at 25 percent as the firm's proposed project team must demonstrate familiarity with required marketing specializations in terms of knowledge, skills, and experience. Cost and price is weighted at 20 percent to ensure the LOSSAN Agency receives the best value for the requested services.

The contract resulting from this procurement will be a one-year initial term with two, two-year option terms. The budget for the initial one-year term of this project is \$400,000.

Fiscal Impact

Marketing services were included in the LOSSAN Agency's Fiscal Year (FY) 2019-20 and 2020-21 annual business plan and Board-adopted budget. The LOSSAN Agency requested and received \$2 million in state-provided marketing funds for FY 2019-20. This amount is consistent with the three prior FY marketing budgets approved by the California State Transportation Agency.

Summary

Board of Directors approval is requested to release Request for Proposals 9-1542 to provide creative services for the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency, including creative services and strategic consultation.

Attachment

- A. Draft Request for Proposals (RFP) 9-1542 Pacific Surfliner Creative Services

Prepared by:



Emilia Doerr
Marketing & Communications Officer
714-560-5370

DRAFT REQUEST FOR PROPOSALS (RFP) 9-1542

PACIFIC SURFLINER CREATIVE SERVICES



**ORANGE COUNTY TRANSPORTATION AUTHORITY
ON BEHALF OF:
LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR
AGENCY
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282**

Key RFP Dates

Issue Date:	September 16, 2019
Pre-Proposal Conference Date:	September 23, 2019
Question Submittal Date:	September 24, 2019
Proposal Submittal Date:	October 9, 2019
Interview Date:	October 24, 2019

TABLE OF CONTENTS

SECTION I: INSTRUCTIONS TO OFFERORS	1
SECTION II: PROPOSAL CONTENT	8
SECTION III: EVALUATION AND AWARD	15
EXHIBIT A: SCOPE OF WORK.....	18
EXHIBIT B: COST AND PRICE FORMS	28
EXHIBIT C: PROPOSED AGREEMENT	33
EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM	34
EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM.....	36
EXHIBIT F: SAFETY SPECIFICATIONS	41
EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS.....	48



September 16, 2019

NOTICE OF REQUEST FOR PROPOSALS

(RFP): 9-1542: "PACIFIC SURFLINER CREATIVE SERVICES"

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

On behalf of the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency), the Orange County Transportation Authority (Authority) invites proposals from qualified consultants to provide creative services for print and digital creative development, design/copywriting, and production as needed. The budget for this project is \$400,000 for a one-year initial term.

Proposals must be received in the Authority's office at or before 2:00 p.m. on October 9, 2019.

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Iris Deneau, Senior Contract Administrator**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Iris Deneau, Senior Contract Administrator**

Note: The Authority utilizes a third-party delivery service; therefore, anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time stamped at the Authority's physical address.

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

Firms interested in obtaining a copy of this RFP may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

All firms interested in doing business with the LOSSAN Agency are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>.

To receive all further information regarding this RFP 9-1542, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Marketing, Advertising & Media
Services

Commodity:

Audio / Video Production
Services Complete
Photography Services
Video Production
Advertising
Advertising - Outdoor Billboard,
etc.
Advertising - Public Relations
Advertising Agency Services
Broadcasting Services, Radio
Broadcasting Services,
Television
Communications Marketing
Services
Conference Coordinating and
Planning Services
Copywriting Services
Direct Mail Services
Graphic Arts Design Services
(Not Printing)
Graphic Production Services

A pre-proposal conference will be held on September 23, 2019, at 3:00 p.m. at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 08. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established October 24, 2019 as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state, and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on September 23, 2019, at 3:00 p.m., at the Authority's Administrative Office, 550 South Main Street, Orange, California, in Conference Room 08. All prospective Offerors are encouraged to attend the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the LOSSAN Agency's objectives.

C. ADDENDA

The Authority reserves the right to revise the RFP documents. Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

All communication and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Iris Deneau, Senior Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560. 5786, Fax: 714.560.5792
Email: ideneau@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist or agent hired by the proposer shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any proposer, subcontractor, lobbyist or agent hired by the

proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing and must be received by the Authority no later than 5:00 p.m., on September 24, 2019.
- b. Requests for clarifications, questions and comments must be clearly labeled, "Written Questions". The Authority is not responsible for failure to respond to a request that has not been labeled as such.
- c. Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Facsimile: (714) 560-5792.
 - (4) Email: ideneau@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than September 26, 2019 Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing or faxing the request to Iris Deneau, Senior Contract Administrator.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category:

Marketing, Advertising & Media
Services

Commodity:

Audio / Video Production
Services Complete
Photography Services
Video Production
Advertising
Advertising - Outdoor Billboard,
etc.
Advertising - Public Relations
Advertising Agency Services
Broadcasting Services, Radio
Broadcasting Services,
Television
Communications Marketing
Services
Conference Coordinating and
Planning Services
Copywriting Services
Direct Mail Services
Graphic Arts Design Services
(Not Printing)
Graphic Production Services

Inquiries received after 5:00 p.m. on September 24, 2019 will not be responded to.

F. SUBMISSION OF PROPOSALS

Offeror is responsible for ensuring third-party deliveries arrive at the time and place as indicated in this RFP.

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on October 9, 2019.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Iris Deneau, Senior Contract Administrator**

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: Iris Deneau, Senior Contract Administrator**

Note: The Authority utilizes a third-party delivery service; therefore, anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time stamped at the Authority's physical address.

3. Identification of Proposals

Offeror shall submit an **original and four (4) copies** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number. In addition to the above, Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD, DVD, or flash drive.

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.

- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

- 1. Preparing its proposal in response to this RFP;
- 2. Submitting that proposal to the Authority;
- 3. Negotiating with the Authority any matter related to this proposal; or
- 4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

H. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the contract.

J. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator

responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be with fully-burdened labor rates and anticipated expenses for work specified in the scope of work, included in the RFP as Exhibit A. The contract will be a one-year initial term with two, two-year option terms.

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

M. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts and schedules may be included in 11" x 17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed fifty (50) pages in length, excluding any appendices, cover letters, resumes, or forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Iris Deneau, Senior Contract Administrator and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Qualifications, Related Experience and References of Offeror

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the

services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Describe the firm's experience in performing work of a similar nature to that solicited in this RFP and highlight the participation in such work by the key personnel proposed for assignment to this project.
- (4) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (5) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method, which will be used by the Offeror to manage the project, as well as identify key personnel assigned.

Offeror to:

- (1) Identify key personnel proposed to perform the work in the specified services and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (4) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Work Plan

Offeror should provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of LOSSAN Agency's needs and requirements.

Offeror to:

- (1) Describe the approach to completing the services specified in the Scope of Work. The approach to the work plan shall be of such detail to demonstrate the Offeror's ability to accomplish the project objectives and overall schedule.
- (2) Outline sequentially the activities that would be undertaken in completing the services and specify who would perform them.
- (3) Identify methods that Offeror will use to ensure quality control, as well as budget and schedule control for the project.
- (4) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (5) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not

materially deviate from the objectives or required content of the project.

- (6) Provide samples of past collateral for evaluation purposes. Samples should be included with the original proposal and each proposal copy. Paper samples, not CDs, should be provided.

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form (Exhibit G) must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form (Exhibit G) or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services described in Exhibit A, Scope of Work.

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B), and furnish any narrative required to explain the rates

quoted in the schedules. It is anticipated that the Authority will issue a time and expense-price contract specifying fully-burdened labor rates and anticipated expenses to complete the Scope of Work.

5. Appendices

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

B. FORMS

1. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

Offeror is required to submit only **one** copy of the completed form(s) as part of its proposal and it must be included in only the **original** proposal.

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements,

arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its proposals and it should be included in only the original proposal.

3. Proposal Exceptions and/or Deviations Form

Offerors shall complete the form entitled "Proposal Exceptions and/or Deviations" provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the offers received based on the following criteria:

1. **Qualifications of the Firm** **25%**

Technical experience in performing work of a closely similar nature; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
2. **Staffing and Project Organization** **25%**

Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.
3. **Work Plan** **30%**

Depth of Offeror's understanding of LOSSAN Agency's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of resource allocation among the specified services; reasonableness of proposed schedule; utility of suggested technical or procedural innovations; quality of samples.
4. **Cost and Price** **20%**

Reasonableness of the fully-burdened rates and anticipated expenses; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals using criteria identified in Section III A. A list of top-ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal.

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established October 24, 2019, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend

the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations, Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the LOSSAN Board of Directors, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority.

C. AWARD

The Authority will evaluate the proposals received and will submit the proposal considered to be the most competitive to the LOSSAN's Board of Directors for consideration and selection. The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

PACIFIC SURFLINER CREATIVE SERVICES

I. INTRODUCTION

This Scope of Work describes Consultant's essential roles, responsibilities, functions, activities, and deliverables necessary for the successful implementation of the Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency's marketing program for the Amtrak Pacific Surfliner.

The LOSSAN Rail Corridor Agency wishes to contract with a strategic marketing firm to provide creative services for print and digital creative development, design/copywriting and production as needed for the purpose of:

- Creative implementation of data-driven, multi-channel media campaigns that target specific audience segments and optimize direct response rates
- Supporting ongoing efforts including print and digital advertising, email marketing, collateral development, onboard and social media
- Creating marketing materials that resonate with target audiences and meet both brand standards and business objectives to increase awareness, revenue, and ridership
- Expanding destination-based marketing efforts through content that captures the engaging experiences, unique rider perspectives, and memorable events surrounding the Pacific Surfliner service
- Ensuring effective design, layout, editorial and art direction from concept development, execution and production tailored to strategic messaging goals

Through this contract, Consultant shall provide expertise in specific service categories and supplement LOSSAN's in-house marketing and communications staff as well as work with external vendors contracted for specific marketing specialties including web development, videography, branding and direct response marketing.

II. BACKGROUND

The 351-mile LOSSAN Rail Corridor travels through a six-county coastal region in Southern California and is the second busiest intercity passenger rail corridor in the United States. The LOSSAN Rail Corridor Agency manages the Amtrak Pacific Surfliner service, which has an annual ridership of nearly 3 million. There are currently 24 daily Pacific Surfliner trains between Los Angeles and San Diego, with 10 trains extending to Santa Barbara/Goleta and four to San Luis Obispo. The Pacific Surfliner serves 27 stations between San Diego and San Luis Obispo.

The LOSSAN Agency will promote the Pacific Surfliner as a viable transportation option for travelers to destinations along the LOSSAN rail corridor and beyond. In addition to rail service, dedicated Amtrak Thruway bus connections supplement the train by providing transportation to and from San Luis Obispo for rail passengers making connections to

Pacific Surfliner trains in Santa Barbara. Thruway Buses also provide connections between northern and Southern California, and between Orange County and Palm Springs/Coachella Valley.

The goals of the LOSSAN Agency marketing program are outlined in section V. Appendix.

III. GENERAL REQUIREMENTS

Consultants shall have a thorough knowledge of and experience producing in areas including but not limited to:

- Creative services
- Layout and design
- Copywriting and message development
- Digital storytelling
- Concept and design for advertising campaigns
- Production, printing, and fulfillment

IV. SERVICES REQUIRED

This section contains a brief description of the types of technical services required for this contract. The work plan shall provide a precise and clear description of the firm's ability to meet the requirements of each service category specified below. Consultants are encouraged to sub-contract tasks that are outside of their expertise. Consultant shall provide turnkey marketing programs and be able to act as a prime contractor in **each** of the following areas:

- Creative Services

Produce design solutions and messages that resonate with target audiences and meet both brand standards and business objectives. Develop creative assets for implementation across Pacific Surfliner channels including digital, print, broadcast, social, PR, paid media, packaging, outdoor, onboard and other customer communication channels as needed. Consultant shall be able to respond quickly to implement creative development through concept development, execution and production in a timely manner to meet the project deadlines.

Provide creative guidance and execution including copywriting, quality assurance, campaign creation and completion. Work with in-house marketing team to create and implement verbal and visual identity and support efforts to develop brand compliance manuals, graphics standards and style guides.

Lead creative strategy development and work cross functionally to deliver the best user experiences across a broad range of channels and mediums. Must have experience delivering diverse products including photography, infographics, animated gifs, mixed media and illustration. Must understand trends affecting relevant industries, mediums, and audiences.

- *Layout and design*

Develop creative briefs and general concepts based on strategic objectives and present rough layouts and rationale for evaluation. Collaborate with internal marketing team to ensure designs meet project specifications and provides solutions for any possible issues relating to the production of designs. Must have experience designing for responsive frameworks and understand techniques for fluid design across multiple screen resolutions.

Responsible for the development and execution of digital and print designs for a variety of collateral types including but not limited to website pages, email and social media templates, web banner ads, flyers, brochures, print ads, onboard collateral, large print formats, event displays, and miscellaneous marketing and customer communications materials as requested.

Consultants shall be responsible for overseeing design changes and improvements throughout the design process and coordinating production with print vendors. Consultant shall also create digital assets utilizing original and existing photography and/or illustrations that create a memorable brand experience and advance business objectives.

Digital copies of the deliverables as well as full working files will be packaged and delivered electronically to LOSSAN Agency staff upon the completion of each project.

- *Copywriting and message development*

Create engaging marketing content to drive ridership, boost engagement and enhance relationships with various audiences. Consultant shall be responsible for writing compelling copy, providing editorial direction and execution for deliverables including full-scale campaigns, brochures, emails, website content and landing pages, social media and blog posts, presentations, print and online advertisements, and more. Ensure copy and campaign assets align with the Pacific Surfliner brand.

Collaborate with in-house marketing team to expertly craft stories that visually and verbally resonate with target audiences to motivate action. Consultant shall also provide support in developing taglines and key messages that reflect personality, vision and values of the Pacific Surfliner brand. Shall also conduct market research as needed and work with key stakeholders to develop, fine tune and prioritize value propositions for key markets.

Capture the unique and compelling attributes of the Pacific Surfliner service to create clear and consistent communications across various channels and diverse audiences. Work with in-house marketing team to localize national Amtrak brand messages and refine messaging through a number of different channels. Partner with content producers along the route to localize communication materials and implement core messaging across all assets.

- Digital Storytelling

Conceptualize and develop ideas for relevant and effective content that brings value to key audiences. Contribute to overall strategy for sharing traveler and destination stories. Develop unique voice and perspectives that resonate with both travelers and locals. Contribute to content marketing efforts that promote brand awareness and motivate key audiences to action. Marketing efforts will also be focused on promoting distinct features of Pacific Surfliner route, as well as onboard amenities. Customer communications will focus on consumer-centric messaging ranging from relevant travel tips and emotional visuals to critical service advisories and train status information.

Work with in-house marketing and communications team to develop targeted and relevant stories and sharable assets that educate and inspire customers while growing customer base and cultivating user loyalty. Developing Pacific Surfliner's storytelling strategy will include producing content and conversations for search engine optimization, email marketing, video marketing, PR, influencer marketing, strategic partnerships, social media, blogging, online forums, and other marketing components to help attract the right customers to the Pacific Surfliner brand.

- Concept and design for advertising campaigns

Create strategic design solutions and messages that meet campaign objectives and resonate with target audiences on both online and print channels. Be able to respond quickly to execute creative development through design, copywriting, and production in a timely manner to meet the project deadlines. Provide original photography and illustration services as needed for use on a variety of marketing channels.

Consultant shall have proficiency with web, mobile and responsive design, development, testing and deployment to assist in web design and execution as necessary. Knowledge of best practices for achieving the best output for various online publishers. Consultant shall have experience with content management systems, email marketing platforms, print and digital advertising, large formats (billboards, vehicle wraps) and blog and social media integration.

In addition to raising awareness of key destinations along the route, campaigns will be designed to target specific markets and increase ridership and revenue. Marketing efforts will explore fare and ticketing promotions and special event partnerships. Additional efforts will be focused on increasing utilization of Amtrak marketing programs such as Guest Rewards.

Consultant shall be responsible for monitoring performance and managing quality of content for campaigns as determined by online engagement metrics and client feedback. In addition to creating campaign deliverables, Consultant shall provide suggestions for enhancements to optimize ongoing campaigns, refine messaging, boost online engagement and search engine visibility, and meet other performance metrics.

- Production, printing, and fulfillment

Coordinate production and oversee design changes and improvements throughout the design process. Provide production estimates for printing as needed and integrate technical specifications into design concept.

Various types of printing projects shall require production, distribution, fulfillment/mailing and/or data processing services, installation and/or removal during the course of this contract term, based on the approved marketing plan developed. Prior to release of all projects for print, a formal estimate will be received and approved by the LOSSAN Agency Marketing and Communications Officer.

Consultant shall propose the following minimum requirements:

- Mail house and fulfillment services including direct mail printing, mailing lists, data processing, bulk mail preparation and variable data and match mail printing
- Offset and digital printing
- Ability to fold or laminate pieces, as well as print on various paper types including vinyl
- Custom promotional merchandise printing and production

The specifications listed below are similar in nature to the types of projects that may be produced. For comparison purposes, Consultant shall provide both pricing for the below projects and samples similar to the type of work your firm/subcontractor has performed. This list does not constitute the actual printing projects that will be required under this contract. All projects will require an approved, signed estimate based on the project specifications.

Typical printing may include, but is not limited to the following:

- Rack cards
- Brochures
- Station banners
- Kiosk posters

V. PROGRAM MANAGEMENT

The LOSSAN Marketing and Communications Officer will be the key contact for the Consultant and will direct the Consultant's work efforts. Consultant shall be responsible for implementing the services described in the Scope of Work under the direction of the Marketing and Communications Officer. The Marketing and Communications Officer will form, and be a part of, an internal project team to assist in providing project direction. All jobs performed by the Consultant shall require a cost estimate within 2 days of project requests and the prior approval from the Marketing Officer before commencing work.

The Consultant shall designate a project manager within the firm to be the primary liaison with the LOSSAN Agency for day-to-day marketing activities. The project manager shall have the authority to make commitments and decisions that are binding to the Consultant. Any changes to a Consultant's personnel under this project shall be subject to the LOSSAN Agency's written approval.

Consultant shall invoice the LOSSAN Agency for services rendered on a monthly basis.

Deliverables shall include, but are not limited to:

1. Job-by-job estimates of time and materials needed to complete each project, approved by the designated LOSSAN Marketing and Communications Officer
2. Documentation of strategies, tactics, design recommendations, evaluation criteria, timeline and budget proposal including executive briefs and reporting
3. Implementation of effective design, layout, editorial and art direction from concept and development through execution and production tailored to strategic objectives
4. Pro-active feedback for enhancements to optimize ongoing campaigns, refine messaging, boost online engagement and search engine visibility, and meet other performance metrics.

VI. APPENDIX

The LOSSAN Agency's efforts to create awareness and generate interest in the Pacific Surfliner service include a broad range of marketing activities from communicating critical rider information and engaging with audiences through various channels to launching new service promotions and working to increase revenue related to key business objectives. The focus of the FY 2019-20 and FY 2020-21 marketing plan is to support key priorities outlined in the Business Plan, as well as engage in the marketing strategies and programs listed below.

Marketing Strategies

Strengthening the Pacific Surfliner brand

LOSSAN Agency staff will continue to develop and strengthen the Pacific Surfliner brand with efforts that include continuous review of the current brand as it is presented today, as well as customer analysis and qualitative market research. LOSSAN Agency staff will also work to define all aspects of the brand, ultimately developing guidelines for voice and visuals that help support clear and consistent communications across various channels and diverse audiences. Developing and documenting the Pacific Surfliner visual identity and editorial style will help ensure the LOSSAN Agency continues to create compelling campaigns and stories that resonate with audiences while telling a clear and powerful story about the Pacific Surfliner experience and driving intended actions.

Building marketing tools and content

Building a marketing program requires a deep understanding of the Pacific Surfliner audience and their motivations. Conducting market research and mapping out buyer personas will be critical to identifying any potential concerns or questions that prospective passengers may have. Developing tools and content to answer these questions are key not only to boosting awareness, but also to motivating action. Designing reusable content around a clear purpose will help boost marketing productivity.

Passenger communications

The LOSSAN Agency's marketing efforts will include developing offers that address audience concerns and motivations – from sweepstakes and trial promotions to educational tools and interactive content, in order to promote loyalty and engagement. Staff will identify target markets and develop strategic campaigns to drive tangible outcomes (email acquisition, engagement with content, trial usage, promotional redemption). The LOSSAN Agency will also pilot new channels and refine current efforts to more effectively reach existing audiences and new markets while building long-term customer relationships.

Informational messages and critical passenger information regarding service impacts will continue to be regularly communicated to both customers planning trips and passengers in transit via the Pacific Surfliner website, social media accounts, and other relevant channels. These efforts to enhance communication will help increase customer satisfaction.

Public relations

The LOSSAN Agency will develop and implement targeted public relations campaigns to generate featured stories and related publicity in order to boost awareness of the Pacific Surfliner service while enhancing the brand's credibility. In addition to regular press release distributions to print, online and broadcast media, the LOSSAN Agency will work to pitch stories and develop media contacts across industries including transportation and tourism. Efforts will also include working with bloggers and online influencers to promote visibility and awareness of the Pacific Surfliner. In addition to increasing the Pacific Surfliner's overall presence, public relations efforts will utilize media monitoring tools to track coverage and identify opportunities to protect and enhance the Pacific Surfliner brand.

Generating sales referrals to Amtrak.com

One of the key metrics that the LOSSAN Agency uses to help measure the impact of marketing activities on ridership and revenue is Amtrak referral sales reports. These reports track the number of visits to PacificSurfliner.com that ultimately result in successful bookings on Amtrak.com. The LOSSAN Agency uses a combination of broad reach and targeted marketing efforts to ensure that high quality sales leads are directed to PacificSurfliner.com.

Destination marketing

The LOSSAN Agency will continue to expand its destination-based marketing efforts to promote train travel among consumers in market to travel to key destinations along the LOSSAN rail corridor. The LOSSAN Agency continues to build and cultivate partnerships along the Pacific Surfliner route to increase market share and brand awareness in target markets, encouraging more southern California residents and visitors to take the train. Participating in cross-promotional opportunities with strategic partners helps to decrease advertising costs and provides added value for Pacific Surfliner customers.

Marketing Programs

Branding and awareness

Ongoing campaigns will be designed to boost engagement with the Pacific Surfliner brand. General advertising along the corridor is necessary to generate a high number of impressions and create interest in the Pacific Surfliner service while highlighting key selling points, such as scenic views, stress-free travel, the and comfort and convenience of onboard amenities. New marketing channels will be tested to more effectively reach both existing audiences and new markets. Investments will be made in digital, outdoor, print, and broadcast advertising, as well as partnerships with local sports teams and local visitors bureaus to generate awareness and support traffic back to the PacificSurfliner.com and Amtrak sales channels.

Advertising campaigns and direct marketing

Staff will plan and implement short- and long-term integrated advertising and outreach campaigns to increase market share and strengthen customer relationships. Staff will work with contracted vendors to identify target markets and develop comprehensive media plans focused on boosting brand awareness and increasing ridership. Regular reporting and data analysis will provide opportunities to refine campaigns to maximize return on marketing investments. This will include a robust marketing effort to support the initiation of additional roundtrips between San Luis Obispo, Los Angeles, and San Diego, as well as any other service improvements that are implemented.

New Pacific Surfliner digital platform

A new PacificSurfliner.com digital platform was launched in early 2019, including a new content management system, which will allow future marketing efforts to adapt to changing market conditions while keeping pace with evolving technology and customer expectations.

Many of the bookings on PacificSurfliner.com are assumed to be from new or latent riders, as frequent passengers tend to book directly through Amtrak.com or the Amtrak mobile app. This illustrates that the LOSSAN Agency's marketing efforts are crucial to not only maintain current customers, but also to reach new and distinct markets that present opportunities to grow ridership and revenue. It is especially important to capture new market segments. New passengers on the Pacific Surfliner can then be turned into return customers by Amtrak through its national sales and promotional efforts, retargeting activities using transactional data, and loyalty incentives like Amtrak Guest Rewards that drive customers back to Amtrak points of sale for future trips.

Field marketing engagement

The field marketing engagement program is designed to build awareness of the Pacific Surfliner service while developing and strengthening relationships with local communities. By generating interest and engagement with the Pacific Surfliner service, the program will position the Pacific Surfliner brand as top of mind and drive customers to PacificSurfliner.com and Amtrak points of sale. The program will include investments in sponsorships, memberships, and advertising programs that are coordinated through strategic partnerships with convention and visitors' bureaus, collegiate and professional sports franchises, live event promoters, and local event producers.

Metrics and milestones

As the LOSSAN Agency further develops its marketing program, it is prudent to invest in expanded marketing activities once marketing staff has sufficient insight into which efforts are productive and are able to take action on efforts that need to be refined. In addition to campaign monitoring and reporting, LOSSAN Agency staff will continue to develop analytics to demonstrate return on investment, provide audience insight and help inform future marketing activities. LOSSAN Agency staff will also continue to work with Amtrak to improve reporting in order to better reconcile marketing efforts with Amtrak sales data, and gain insight to optimize future marketing strategies.

EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 9-1542

Enter below the proposed fully-burdened rates for the services described in the Scope of Work, Exhibit A. Prices shall include direct costs, indirect costs, and profits. The Authority's intention is to award a time-and-expense price contract.

SCHEDULE I --- HOURLY RATE SCHEDULE

Key Personnel

Job Function	Name	Fully-Burdened Hourly Rates				
		Initial Term	First Option Term		Second Option Term	
		1/1/20 - 12/31/20	1/1/21 - 12/31/21	1/1/22 - 12/31/22	1/1/23 - 12/31/23	1/1/24 - 12/31/24
Project Manager	_____	\$_____	\$_____	\$_____	\$_____	\$_____
Graphic Designer	_____	\$_____	\$_____	\$_____	\$_____	\$_____
Copywriter	_____	\$_____	\$_____	\$_____	\$_____	\$_____
Strategist	_____	\$_____	\$_____	\$_____	\$_____	\$_____
Media Buyer	_____	\$_____	\$_____	\$_____	\$_____	\$_____
Creative Director	_____	\$_____	\$_____	\$_____	\$_____	\$_____

Note: For cost analysis purposes, please provide hourly rates for the above designated job categories.

Other Labor Costs

Job Function	Fully-Burdened Hourly Rates				
	Initial Term 1/1/20 - 12/31/20	First Option Term 1/1/21 - 12/31/21	1/1/22 - 12/31/22	Second Option Term 1/1/23 - 12/31/23	1/1/24 - 12/31/24
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

SCHEDULE II --- OTHER DIRECT COSTS SCHEDULE

Type of ODC		Quantity	Unit Rate	Budget Amount
1.				
2.				
3.				
4.				
5.				
6.				
Additional ODCs required and authorized by the LOSSAN Agency but not included in this Agreement will be reimbursed at cost upon approval by LOSSAN Agency project manager. Supporting documentation for all ODCs must accompany each invoice.				

Please note the following:

- LOSSAN Agency will not reimburse Consultant for hours charged to perform activities associated with the preparation and review of invoices submitted to LOSSAN Agency.
- LOSSAN Agency will not reimburse Consultant for local meals and travel time, unless previously approved, or any other expenses not included within this Exhibit B.

1. I acknowledge receipt of RFP 9-1542 and Addenda No.(s)____.
2. This offer shall remain firm for _____ days from the date of proposal.
(Minimum of 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

EXHIBIT C: PROPOSED AGREEMENT

EXHIBIT D: STATUS OF PAST AND PRESENT CONTRACTS FORM

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name

Signature

Title

Date

EXHIBIT E: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of LOSSAN or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any LOSSAN Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes _____ No _____

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- | | | |
|---|-----------|----------|
| <input type="radio"/> The Prime Contractor | Yes _____ | No _____ |
| <input type="radio"/> Subconsultant | Yes _____ | No _____ |
| <input type="radio"/> Agent/Lobbyist hired by Prime
to represent the Prime in this RFP | Yes _____ | No _____ |

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY
AND AFFILIATED AGENCIES**

Board of Directors

Al Murray, Chairman
Dana Reed, Vice Chairman
Fred Strong, Director
Gregg Hart, Director
Bryan MacDonald, Director
Jess Talamantes, Director
John Fasana, Director
Tim Shaw, Director
Jewel Edson, Director
Caylin Frank, Director
Ellie Haviland, Director
Jeff Lee, Director
Andy Pease, Director
Cathy Murillo, Director
Jim White, Director
David Perry, Director
Mary Lou Echternach, Director
Laurie Davies, Director
Mark A. Murphy, Director
Priya Bhat-Patel, Director
Bill Sandke, Director
Ron Morrison, Director
Kyle Gradinger, Director
Alan D. Wapner, Director

EXHIBIT F: SAFETY SPECIFICATIONS

LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC), requirements of this safety specification, project site requirements, and bus yard safety rules as well as all federal, state, and local regulations pertaining to scope of work or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

C. INJURY AND ILLNESS PREVENTION PROGRAM

The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

D. SUBSTANCE ABUSE PREVENTION PROGRAM

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

E. HAZARD COMMUNICATION PROGRAM

- 1. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- 2. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

F. DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

1. Upon contract award, the contractor within 10 business days shall designate an on-site health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
2. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.
3. The Contractor's on-site qualified HSE Representative for all Authority projects is subject to acceptance by the Authority Project Manager, and the HSEC Department. All contact information of the HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager, upon request, within 72 hours.
4. The Contractor's HSE Representative shall possess at a minimum OSHA 30-Hour training certificate and have five years of demonstrated construction/scope experience enforcing HSE compliance on construction, industrial or similar project scopes. The contractor's HSE Representative shall be on site during Contractor's operational hours or arrange in advance proper HSE coverage by a competent person with the Authority Project Manager. The designated HSE Representative shall participate in HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.
5. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.
6. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project.

G. SCOPE PLANNING

Prior to any scope work activity or task, the Contractor shall evaluate the hazards of the scope of work and the work environment to ensure proper control measures are identified for employee public and property protections measures to prevent incidents. This evaluation shall be implemented by developing a written site- specific Job Hazard Analysis (JHA) or similar tool

designed for planning the work to prevent incidents. The plan shall be provided to the Authority's Project Manager, upon request, within 72 hours.

H. ORIENTATION

1. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 or 3 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.
2. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

I. TRAFFIC & PARKING

The Contractor shall ensure that all Contractor vehicles, including those of their subcontractors, suppliers, vendors and employees are parked in designated parking areas, personal vehicles shall be parked in the employee parking lot, work vehicles required in the maintenance area of a bus base shall be identified by company name and/or logo, covered by the company insurance, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots. Vehicles without appropriate company name and logo are considered personal vehicles and not allowed in the maintenance area of the bus base.

J. GENERAL PROVISIONS

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.
3. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
4. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental

hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.

5. The Contractor shall instruct all its employees, and all associated subcontractors under contract with the Contractor who work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.
6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.

1.2 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.
- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.
- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous

waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
 - 1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA

1.4 PERSONAL PROTECTIVE EQUIPMENT

Contractors, and all associated subcontractors, vendors and suppliers are required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

1.5 LANGUAGE REQUIREMENTS

The Contractor for safety reasons shall ensure employees that do not read, or understand English, shall have a bilingual supervisor or foreman when on the Authority property or projects.

1.6 WARNING SIGNS AND DEVICES

The Contractor shall provide signs, signals, and/or warning devices to be visible when and where a hazard exists. Signs, signals, and/or warning devices shall be removed when the hazard no longer exists.

1.7 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. OCTA Yard Safety Rules

EXHIBIT G: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority’s technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror:_____

RFP No.:_____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No._____

Complete Description of Deviation or Exception:

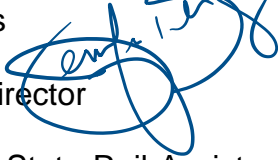
Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:



September 16, 2019

To: Members of the Board of Directors

From: Jennifer L. Bergener, Managing Director 

Subject: Business Class Refresh Project - State Rail Assistance Program Funding

Overview

The Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency continues to improve the amenities offered to passengers on the Pacific Surfliner service. On June 17, 2019, the Board of Directors authorized a project to upgrade the business class passenger experience by upgrading the business class rail cars. The State Rail Assistance program, an element of Senate Bill 1, provides funding for both operations and capital improvements to commuter and intercity rail services. An overview of the business class refresh project and recommendation for inclusion in the State Rail Assistance program of projects is presented for Board of Directors review and approval.

Recommendations

- A. Approve the use of \$300,000 in fiscal year 2018-19 State Rail Assistance formula funds for the business class refresh project.
- B. Authorize the managing director to negotiate and execute all necessary agreements to facilitate the utilization of State Rail Assistance funding as described herein.

Background

The Pacific Surfliner business class service is a valued and successful amenity offered to passengers. Over the last three years, the Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) has successfully implemented an expanded business class service by increasing the number of available seats and improving the food and beverage offerings. The LOSSAN Agency has also worked to increase marketing efforts to highlight the business class enhancements.

Senate Bill 1 (SB 1) is intended to provide a significant source of funding to improve California's transportation infrastructure and includes approximately \$440 million specifically for commuter and intercity rail services through the State Rail Assistance (SRA) program. The SRA is intended to fund both operational and capital improvements. The business class refresh project (Project) is eligible for SRA funding.

Discussion

The LOSSAN Agency's expanded business class service continues favorable performance. Implementation of expanded business class service has resulted in an increase in fare revenue that has averaged over 16.8 percent per year since the program inception. The LOSSAN Agency proposes to further enhance the business class service by providing a consistent and upgraded passenger experience through the Project. This will improve the customer experience by refreshing seating, improving onboard passenger information, and other minor improvements. The work will be performed by Amtrak in coordination with the LOSSAN Agency.

The Project will include: replacing all seat cushions with leatherette in 10 Pacific Surfliner business class cars; and replacing seat frames and cushions in the two California Department of Transportation (Caltrans)-owned business class cars to be consistent with the rest of the fleet; adding three additional rows of seating (total of 80 seats), and adding five tables to 10 Amtrak-owned Superliner cars (dedicated for business class service on the Pacific Surfliner). This work is estimated by Amtrak to cost \$1.5 million and anticipated to be completed by December 2020.

Caltrans has authorized \$1.2 million in funding for this Project. Staff is recommending that the necessary balance of \$300,000 in funding be taken from available SRA formula funds that have been allocated to the LOSSAN Agency. At the June 17, 2019 meeting, the Board of Directors authorized an amendment to the federal fiscal year (FY) 2018-19 Amtrak operating agreement to include this project. The LOSSAN Agency's FY 2019-20 amended budget includes the operating and grant funding capacity necessary for this Project.

Summary

The Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency continues to respond to passenger demand by offering an expanded business class experience. A project to refresh and improve the customer experience by enhancing the business class rail cars has been approved by the Board of Directors. Currently, the project is in need of \$300,000 in additional funding. Staff is requesting Board of Directors' approval to submit the business class refresh project for State Rail Assistance program formula funds.

Attachment

None.

Prepared by:

A handwritten signature in black ink, appearing to read 'Roger M. Lopez', with a long horizontal line extending to the right.

Roger M. Lopez
Manager, Planning and Analysis
(714) 560-5438



September 16, 2019

To: Members of the Board of Directors
From: Jennifer L. Bergener, Managing Director
Subject: Corridor Optimization Update and Additional Scope

Overview

On November 28, 2018, the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency Board of Directors approved the selection of Deutsche Bahn Engineering & Consulting USA, Inc., to provide corridor optimization support services. Staff is providing an update on the current status of this effort, as well as providing details on additional scope that is being added to the project. An amendment to the existing agreement is required for additional scope associated with performing corridor optimization services.

Recommendations

- A. Authorize the Managing Director to negotiate and execute an Amendment to Agreement No. L-8-0017 between the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency and Deutsche Bahn Engineering & Consulting USA, Inc., in the amount of \$86,026, for additional scope associated with performing corridor optimization services.
- B. Authorize the Managing Director to negotiate and execute an Agreement with North County Transit District for the reimbursement of the costs associated with the additional scope.

Background

On January 23, 2019, the Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) met with representatives of the consultant team headed by Deutsche Bahn Engineering & Consulting USA, Inc., (DB team) to formally kick off the LOSSAN Corridor Optimization Consultant Services Contract (corridor optimization effort). Among other elements, the corridor optimization effort included the development of specific operating plans to reflect the existing, optimized existing and planned future levels of service for the Pacific Surfliner intercity passenger rail service. This includes a review of existing capital investment

plans, as well as updating near- and long-term capital investment plans that will assist in overcoming barriers to improved and increased service.

Discussion

Current Project Status

As part of the initial project kick-off meeting, staff and the members of the DB team established a schedule that would accelerate the project from the originally planned 36 months to approximately 18-20 months. This acceleration is necessary given the role that the deliverables will play in any future expansion of the Pacific Surfliner service. A summary of the current status of each of the five tasks included in the corridor optimization effort are below.

Task One – Document and review current operations. This task is approximately 80 percent complete. Included in task 1 is the detailed review and documentation of the current operations based on all available data sources, as well as in-field observations. This review and documentation is complete, and the detailed network is being programmed into the Viriato Rail Planning software to allow for future planning efforts and the development of additional operating strategies.

Task Two – Stakeholder engagement. This task is currently 20 percent complete. This task includes engaging all stakeholders in the process of establishing goals for the service, and soliciting input and guidance on the conclusions being reached as part of the corridor optimization effort. An initial stakeholder meeting, exclusive to the host railroads, has been held. Regionally based meetings that will include all other stakeholders are planned for October and November 2019. Additional information will be forthcoming as we work to schedule these meetings at a date, time, and location that is beneficial for all who can participate.

Task Three – Development of optimized and integrated service plans and operating scenarios. This task is currently five percent complete and will focus primarily on developing conceptual operating scenarios that can facilitate up to three additional roundtrips for the Pacific Surfliner. As part of this task, a detailed review of the proposed schedule for the implementation of the upcoming 13th roundtrip has been completed. The effort associated with future expansion of the service is ongoing.

Task Four – Capital project review and plan development. This task is 15 percent complete. This task functions in concert with task 3. It is intended to identify the capital projects, including equipment, that are necessary for the implementation of the operating scenarios developed under task 3. The DB team has collected information on future infrastructure projects along the corridor.

Task Five – Cost and revenue options. This task is about 80 percent complete. This task is intended to develop options for the sharing of both costs and revenue

associated with the Rail2Rail program. The work associated with this task is essentially complete and staff is in the process of reviewing draft deliverables.

Additional Scope

The LOSSAN Agency was approached by our partners at North County Transit District (NCTD) about the possibility of incorporating additional elements associated with planned SPRINTER service increases in the corridor optimization effort. These added elements include the development of new service alternatives that would allow improved connectivity between SPRINTER and the wider LOSSAN network; the assessment of a preferred service alternative; and the provision for a rough order of magnitude estimate of the capital and operating costs associated with that preferred alternative.

The scope associated with the NCTD effort was reviewed and aligns with the overall scope for tasks three and four of the ongoing corridor optimization effort. Incorporating this work into the current consultant contract would allow NCTD to have the deliverables in time to utilize the findings in grant submissions for the upcoming Transit and Intercity Rail Capital Program call for projects.

The cost for the additional scope is \$86,026, and would be reimbursed by NCTD. Although this value is within the Manager Director's threshold for approval, the addition of the scope was at the request of a stakeholder, and to ensure full transparency, this amendment is being brought before the Board of Directors for approval.

Fiscal Impact

Funding for this project was approved in the LOSSAN Agency's Fiscal Year 2019-20 Business Plan and is funded with State Rail Assistance and 2016 TIRCP funds provided by the State of California.

Summary

Staff has provided an update on the corridor optimization effort currently being undertaken by the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency staff, with Deutsche Bahn Engineering & Consulting USA, Inc. providing consulting support. Additionally, staff recommends the Board of Directors authorize the Managing Director to negotiate and execute an amendment to Agreement No. L-8-0017 with Deutsche Bahn Engineering & Consulting USA, Inc., to provide additional analysis on increased SPRINTER service frequencies, in the amount of \$86,026.

Attachments

None.

Prepared by:

A handwritten signature in black ink, appearing to read 'R. Lopez', with a long horizontal line extending to the right.

Roger M. Lopez
Manager, Planning and Analysis
(714) 560-5438



September 16, 2019

To: Members of the Board of Directors
From: Jennifer L. Bergener, Managing Director
Subject: Pacific Surfliner On-Time Performance Analysis

Overview

A report on on-time performance trends for the Pacific Surfliner passenger rail service on the Los Angeles – San Diego – San Luis Obispo rail corridor, covering the third quarter of federal fiscal year 2018-19, is presented for consideration.

Recommendation

Receive and file as an information item.

Background

The Pacific Surfliner operates on the 351-mile Los Angeles – San Diego – San Luis Obispo (LOSSAN) rail corridor through a six-county coastal region in Southern California and is the busiest state-supported intercity passenger rail service in the United States, with an annual ridership of more than 2.9 million.

Discussion

This report provides an update on the on-time performance (OTP) of the Pacific Surfliner intercity passenger rail service as well as the results of a detailed analysis into the root causes of delays. The reporting period is the third quarter of federal fiscal year (FFY) 2018-19, covering the months of April, May, and June 2019.

Systemwide Endpoint OTP

For the third quarter of FFY 2018-19, preliminary endpoint OTP on the Pacific Surfliner averaged 78.2 percent. This is a significant improvement over prior months and establishes an upward trend. Although OTP is still short of the 90 percent goal, efforts to improve are showing some success. A 12-month OTP chart for the Pacific Surfliner can be found in Figure 1.1.

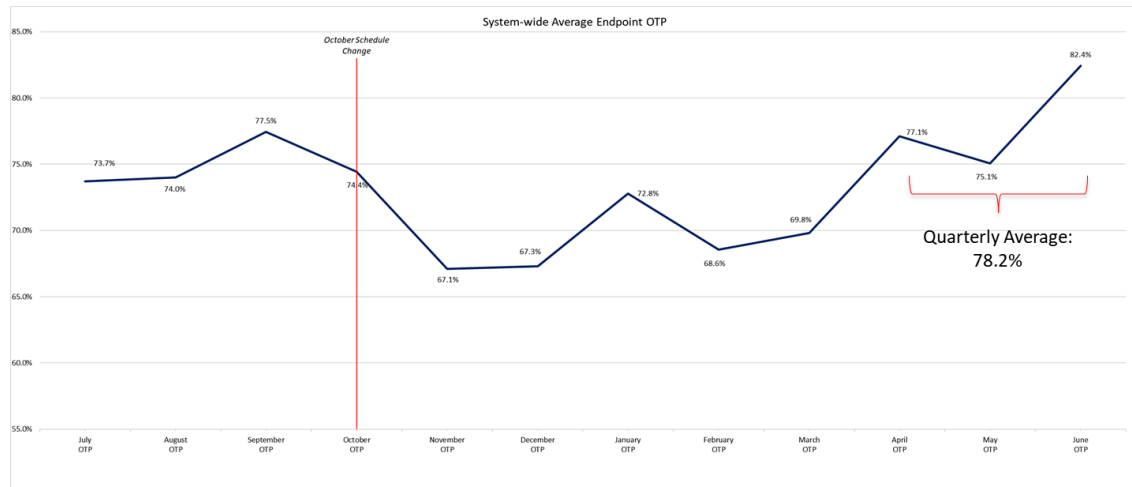


Figure 1.1

Delay Analysis – Host Responsible Delays

Despite the overall improvement in endpoint OTP for the quarter, the total minutes of delay increased year over year by more than 12,000 minutes. The total minutes attributed to Amtrak's responsibility increased by over 40 percent, primarily due to the year over year increase in Positive Train Control (PTC) issues. The total minutes of delay attributed to the host railroads increase by over 17 percent, with the bulk of the increases found in signal delays, as well as passenger and commuter train interference.

Initial Terminal Performance

There was some improvement in overall initial terminal performance (ITP), specifically with regard to train 785. Train 785 is consistently one of the lowest performers in overall endpoint OTP. The primary reason for this is the late arrival of train 774, which turns into train 785 in San Diego for the northbound departure. The ITP for train 785 was up over the prior quarter, though it still accounts for over 20 percent of all ITP delay. Train 774 continues to have issues with delays in Union Pacific Railroad (UPRR) territory. The LOSSAN Rail Corridor Agency (Agency) has been working with its partners at UPRR to identify and prioritize capital improvements that will positively impact OTP on all trains in their territory.

Train 777 – Delay Spotlight

For this quarter, staff conducted a focused analysis of delays on train 777. Train 777 has a 12:05 p.m. departure out of San Diego and is consistently in the bottom five performers for endpoint OTP. The detailed analysis showed that the bulk of the delays that occur on train 777 take place within UPRR territory. In fact, over 50 percent of delays occur north of Oxnard. Over 70 percent of the delays are as a result of commuter and passenger train interference, with the

bulk of the passenger train interference delays starting at the Ventura and Santa Barbara County lines, and increasing as the train continues north. These issues can, in part, be attributed to the frequent signal issues that occur on the northern section of UPRR territory. These signal delays push train 777 out of slot and result in frequent meets with southbound trains at unplanned locations. Due to the abundance of single track in the area, these meets result in significant delays. As part of the quarterly Corridor Improvement Team meetings, UP has expressed a willingness to work with LOSSAN and Amtrak to isolate the root causes of these issues and identify specific locations in need of capital improvements.

Conclusions

Endpoint OTP continues to show improvement, although still significantly lower than the 90 percent metric required as part of the Pacific Surfliner's uniform performance standards. The trains that are consistently experiencing issues with OTP continue to suffer, although some improvement has been seen on trains 785 and 774. The issues associated with train 777 have been isolated, and efforts are being made to address these with our partners at UPRR.

Summary

This report provides an update on the on-time performance of the Pacific Surfliner intercity passenger rail service for the third quarter of federal fiscal year 2018-19, covering the months of April, May, and June 2019. During the third quarter, average endpoint on-time performance was 78.2 percent, an improvement over the prior quarter.

Attachment

None.

Prepared by:



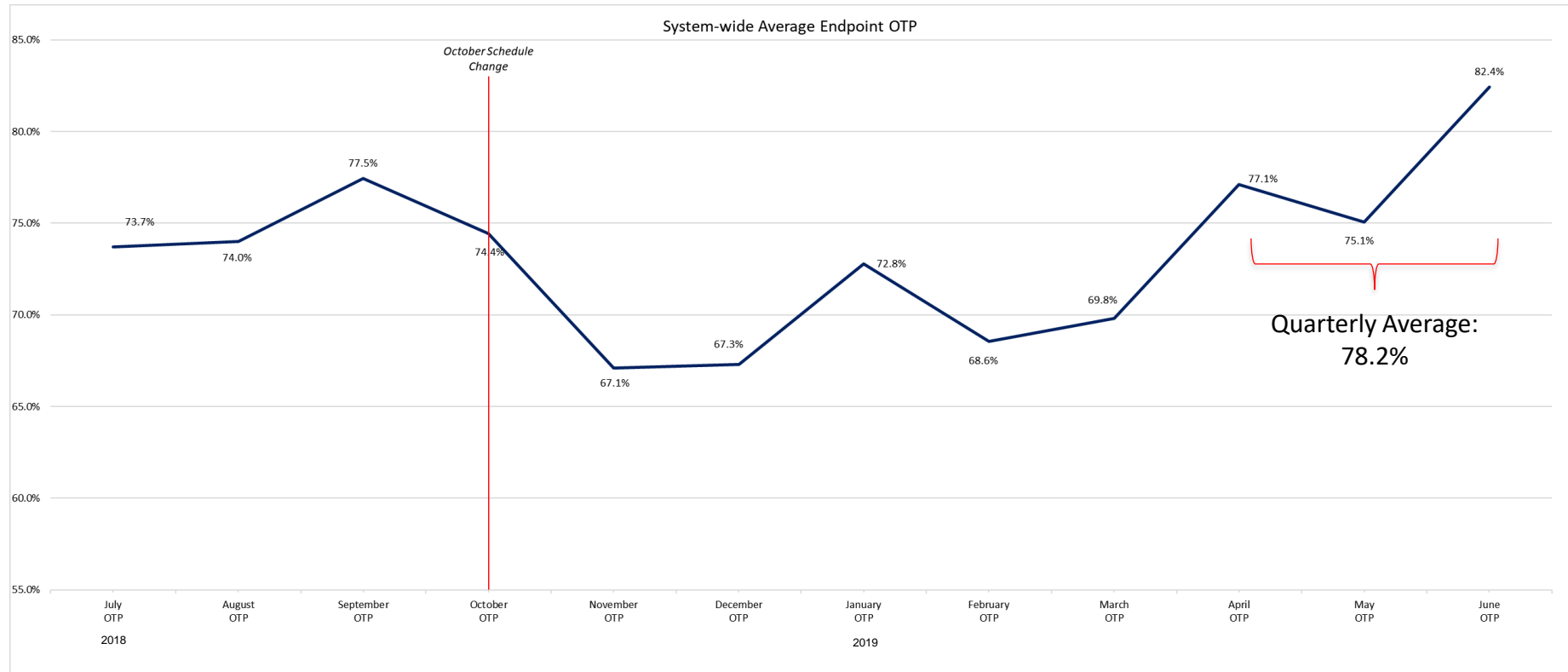
Roger M. Lopez
Manager, Planning and Analysis
(714) 560-5438



Pacific Surfliner On-Time Performance Analysis

Board of Directors Meeting
September 16, 2019

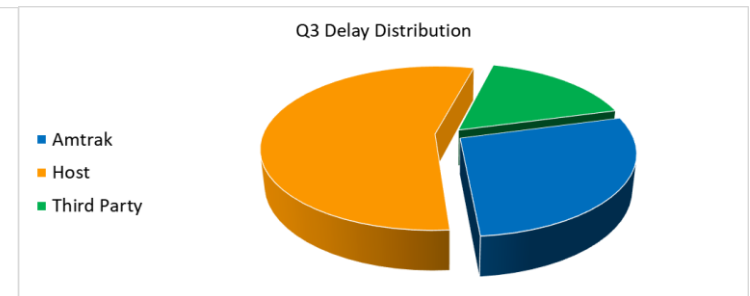
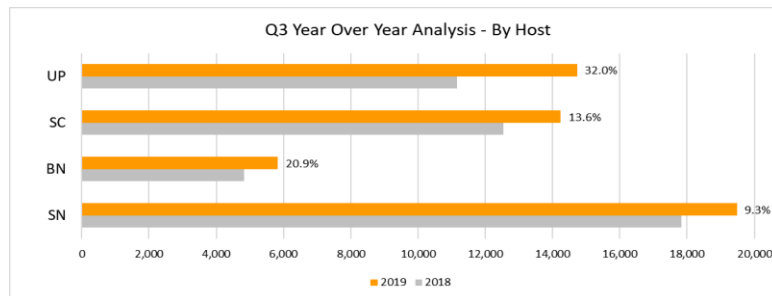
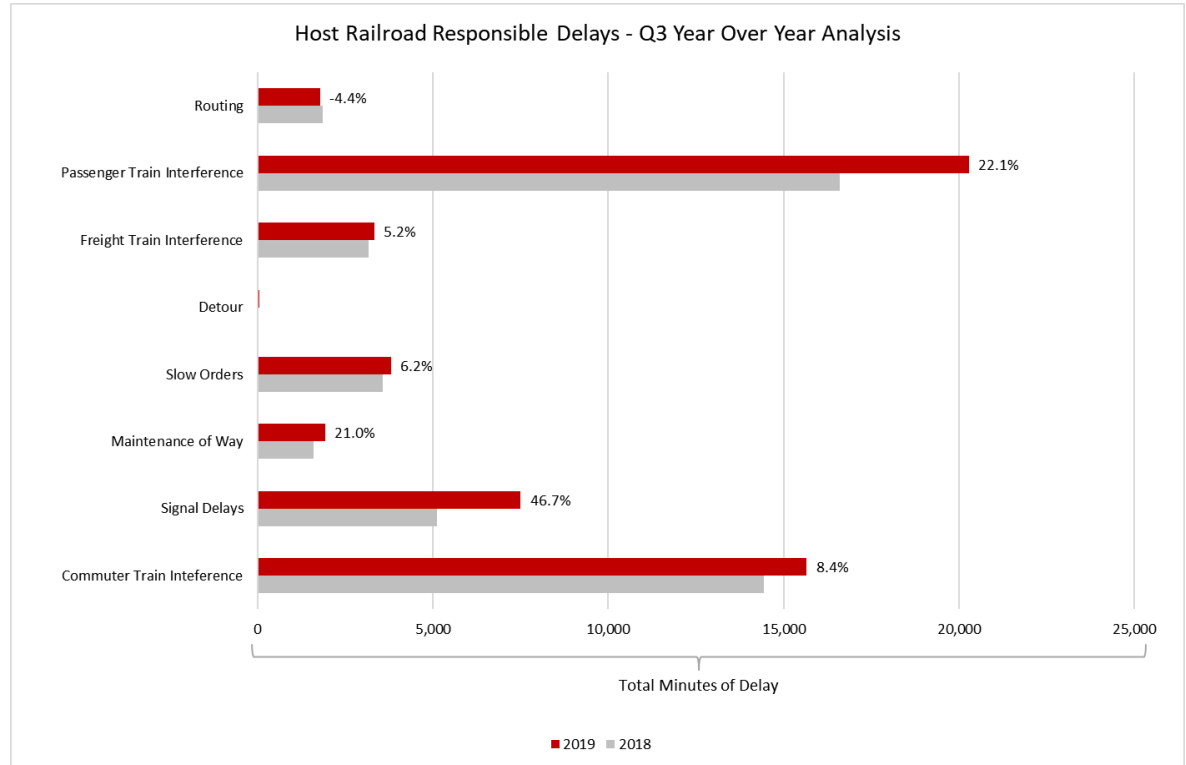
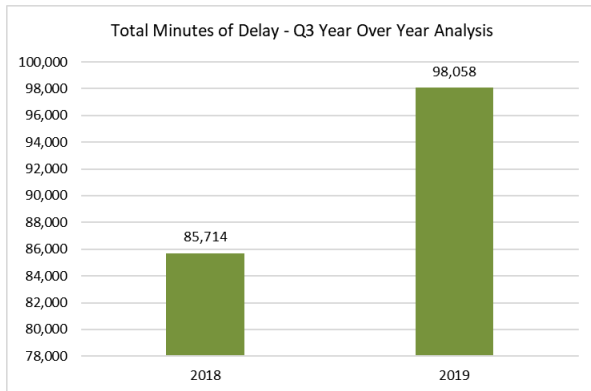
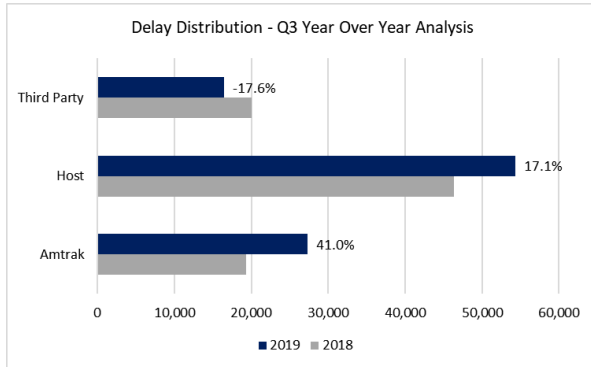
Average Endpoint On-Time Performance (OTP) - Systemwide



Average Endpoint OTP: Detail by Train

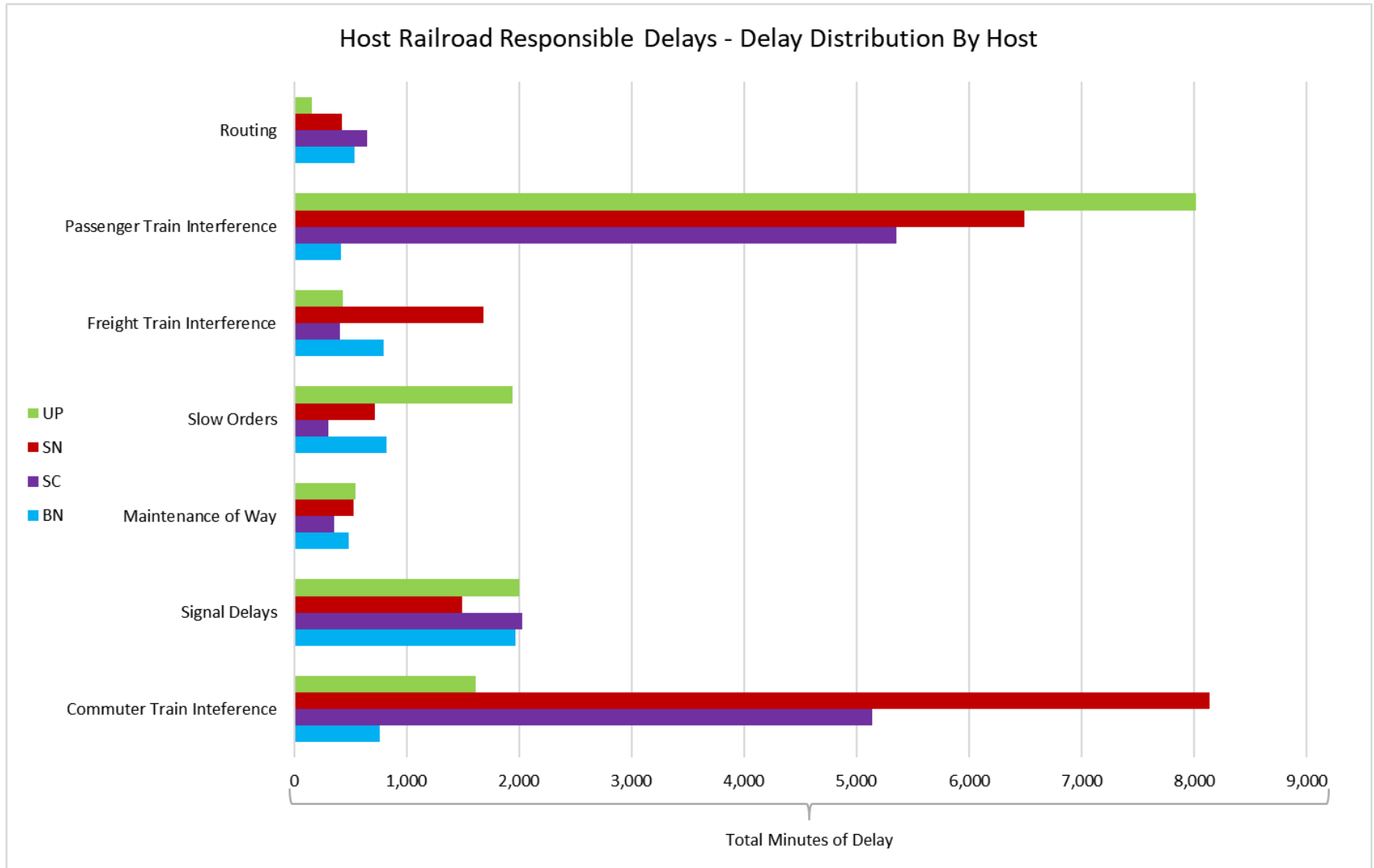
Train	July OTP	August OTP	September OTP	October OTP	November OTP	December OTP	January OTP	February OTP	March OTP	April OTP	May OTP	June OTP	12 Mnth Avg OTP
1565				100.0%	100.0%	81.8%	85.7%	100.0%	83.3%	100.0%	100.0%	100.0%	94.5%
561	100.0%	100.0%	100.0%	91.3%	100.0%	90.0%	86.4%	95.0%	85.7%	95.5%	90.9%	90.0%	93.7%
759	90.5%	100.0%	100.0%	100.0%	85.7%	90.0%	90.9%	80.0%	85.7%	86.4%	81.8%	75.0%	88.8%
1590				100.0%	77.8%	100.0%	85.7%	100.0%	83.3%	100.0%	44.4%	100.0%	87.9%
590	81.0%	100.0%	84.2%	85.7%	85.7%	85.0%	85.7%	77.8%	89.5%	85.7%	90.9%	90.0%	86.8%
579	73.3%	93.5%	92.9%	88.0%	65.0%	100.0%	81.8%	75.0%	95.0%	86.4%	86.4%	95.0%	86.0%
562	90.3%	90.3%	96.4%	92.6%	83.3%	87.1%	82.8%	73.1%	74.1%	82.1%	74.2%	96.7%	85.3%
768	77.4%	96.8%	96.7%	80.6%	80.0%	71.0%	80.6%	82.1%	87.1%	86.7%	93.5%	83.3%	84.7%
1564				83.3%	88.9%	88.9%	66.7%	87.5%	80.0%	75.0%	88.9%	100.0%	84.4%
1584				100.0%	77.8%	54.5%	77.8%	62.5%	100.0%	100.0%	88.9%	90.0%	83.5%
1761	100.0%	100.0%	81.8%	87.5%	100.0%	90.9%	55.6%	62.5%	80.0%	75.0%	66.7%	80.0%	81.7%
1579				83.3%	88.9%	54.5%	66.7%	87.5%	80.0%	100.0%	100.0%	70.0%	81.2%
1566	80.0%	50.0%	81.8%	75.0%	100.0%	72.7%	85.7%	66.7%	66.7%	100.0%	100.0%	90.0%	80.7%
565	96.8%	90.3%	89.3%	76.0%	66.7%	85.0%	81.8%	75.0%	66.7%	77.3%	77.3%	80.0%	80.2%
1767				66.7%	100.0%	81.8%	66.7%	62.5%	50.0%	100.0%	88.9%	90.0%	78.5%
580	77.4%	74.2%	70.0%	58.1%	60.0%	80.6%	80.6%	78.6%	87.1%	83.3%	87.1%	86.7%	77.0%
792	61.3%	80.6%	80.0%	80.6%	76.7%	77.4%	71.0%	75.0%	74.2%	80.0%	67.7%	83.3%	75.7%
591	71.0%	74.2%	63.3%	74.2%	56.7%	80.6%	83.9%	71.4%	77.4%	73.3%	83.9%	93.3%	75.3%
595	67.7%	83.9%	73.3%	83.9%	73.3%	77.4%	77.4%	64.3%	74.2%	76.7%	64.5%	80.0%	74.7%
573	70.0%	71.0%	66.7%	70.8%	42.9%	84.2%	86.4%	65.0%	76.2%	81.8%	90.9%	90.0%	74.7%
1573					77.8%	55.6%	71.4%	66.7%	50.0%	83.3%	77.8%	90.0%	71.6%
566	85.7%	87.0%	94.7%	69.6%	52.4%	36.8%	72.7%	65.0%	71.4%	59.1%	77.3%	85.0%	71.4%
584	61.3%	83.9%	85.7%	84.0%	52.4%	70.0%	72.7%	65.0%	61.9%	68.2%	72.7%	75.0%	71.1%
564	86.7%	90.3%	86.7%	62.5%	38.1%	50.0%	68.2%	60.0%	57.1%	77.3%	77.3%	85.0%	69.9%
782	83.9%	67.7%	66.7%	67.7%	56.7%	58.1%	71.0%	64.3%	77.4%	76.7%	77.4%	70.0%	69.8%
796	64.5%	71.0%	56.7%	67.7%	46.7%	67.7%	71.0%	75.0%	74.2%	80.0%	67.7%	83.3%	68.8%
583	51.6%	54.8%	66.7%	74.1%	60.0%	67.7%	72.4%	76.0%	70.4%	85.7%	64.5%	76.7%	68.4%
569				61.1%	66.7%	55.0%	59.1%	50.0%	61.9%	77.3%	63.6%	100.0%	66.1%
572	45.2%	58.1%	63.3%	68.0%	66.7%	75.0%	77.3%	60.0%	81.0%	59.1%	36.4%	35.0%	60.4%
763	71.0%	64.5%	70.0%	51.6%	20.0%	38.7%	48.4%	57.1%	58.1%	56.7%	67.7%	66.7%	55.9%
774	54.8%	48.4%	66.7%	48.4%	40.0%	35.5%	54.8%	39.3%	51.6%	66.7%	77.4%	73.3%	54.7%
767				33.3%	42.9%	60.0%	59.1%	65.0%	42.9%	40.9%	59.1%	75.0%	53.1%
1572					66.7%	45.5%	71.4%	40.0%	33.3%	50.0%			51.1%
777	64.5%	64.5%	53.3%	32.3%	30.0%	38.7%	58.1%	50.0%	61.3%	43.3%	45.2%	70.0%	50.9%
1569					55.6%	18.2%	71.4%	40.0%	16.7%	66.7%	44.4%	90.0%	50.4%
785	25.8%	22.6%	43.3%	54.8%	33.3%	16.1%	41.9%	53.6%	48.4%	40.0%	51.6%	46.7%	39.8%
System Average	73.7%	74.0%	77.5%	74.4%	67.1%	67.3%	72.8%	68.6%	69.8%	77.1%	75.1%	82.4%	

Delay Analysis: Federal Fiscal Year (FFY) 2018-19, Quarter 3 (Q3) Year over Year



UP: Union Pacific
 SN: North County Transit District
 SC: Metrolink
 BN: Burlington Northern Santa Fe

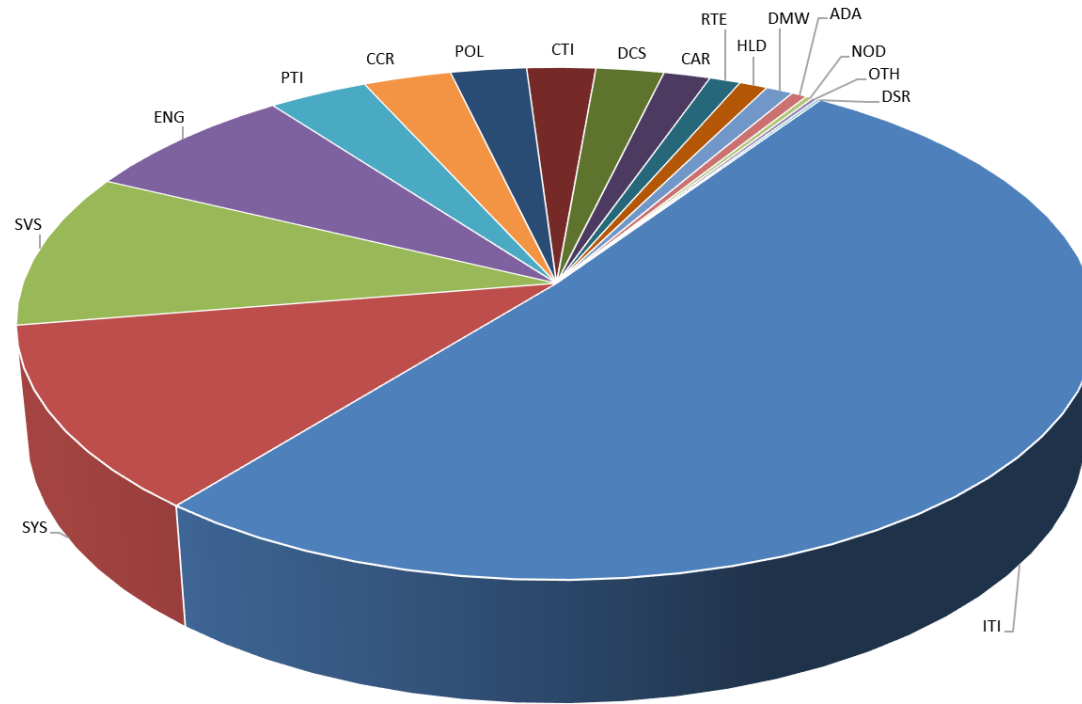
Delay Analysis: FFY Q3 – Distribution by Host



Initial Terminal Performance: FFY Q3

Train	Total Delay Minutes
785	1540
583	719
595	715
591	432
796	401
572	342
777	302
569	292
562	256
566	188
763	182
782	177
564	159
584	158
792	139
579	126
759	112
774	109
1590	106
768	87
580	74
1569	69
561	68
1572	63
1566	62
573	61
1579	56
590	54
1767	49
1761	26
767	23
1565	22
565	21
1564	9
1573	8
1584	8

Initial Terminal Performance - Delay Distribution



Delay Code Legend

Host

CTI	Commuter Train Interference
DCS	Signal Delays
DMW	Maintenance of Way
DSR	Slow Orders
DTR	Detour
FTI	Freight Train Interference
PTI	Passenger Train Interference
RTE	Routing

Amtrak

ADA	Passenger Related ADA
CAR	Car Failure
CCR	Cab Car Failure
CON	Hold for Connection
ENG	Locomotive Failure
HLD	Passenger Related
INJ	Injury Delay
ITI	Initial Terminal Delay
OTH	Misc
SVS	Servicing
SYS	Crew and System

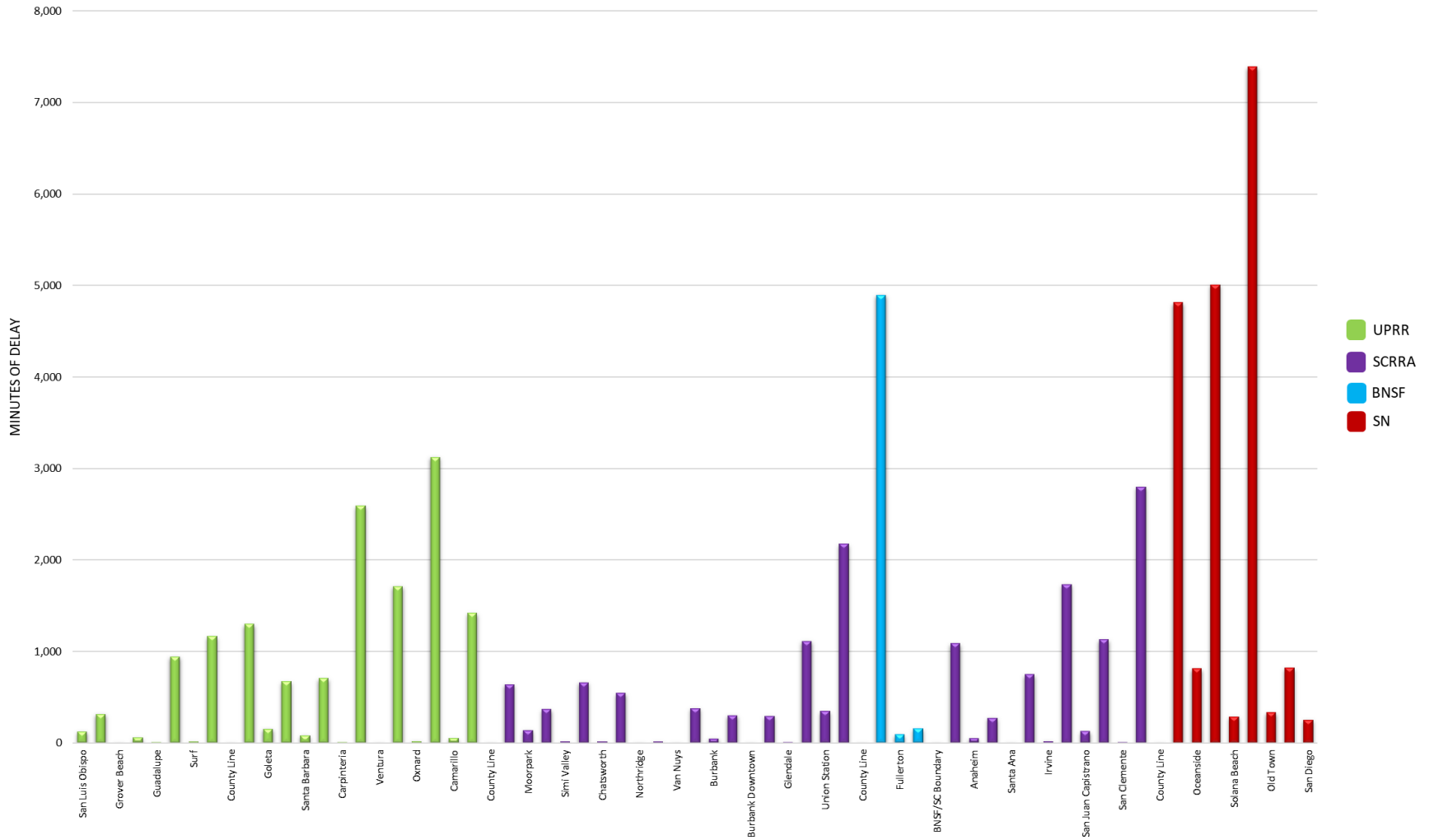
Third Party

DBS	Debris
NOD	Unused Recovery Time
POL	Police
TRS	Trespasser
WTR	Weather

- Despite some improvement, Train 785 continues to be responsible for over 21 percent of total initial terminal performance (ITI) delay minutes

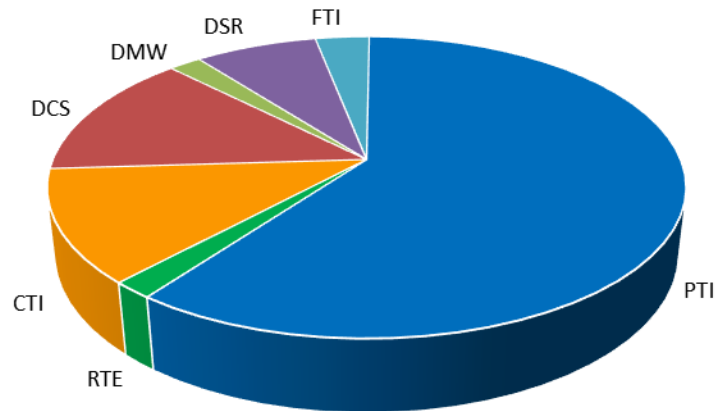
Delay Distribution – By Location

Delay Distribution by Location (April - June, 2019) Host Responsible

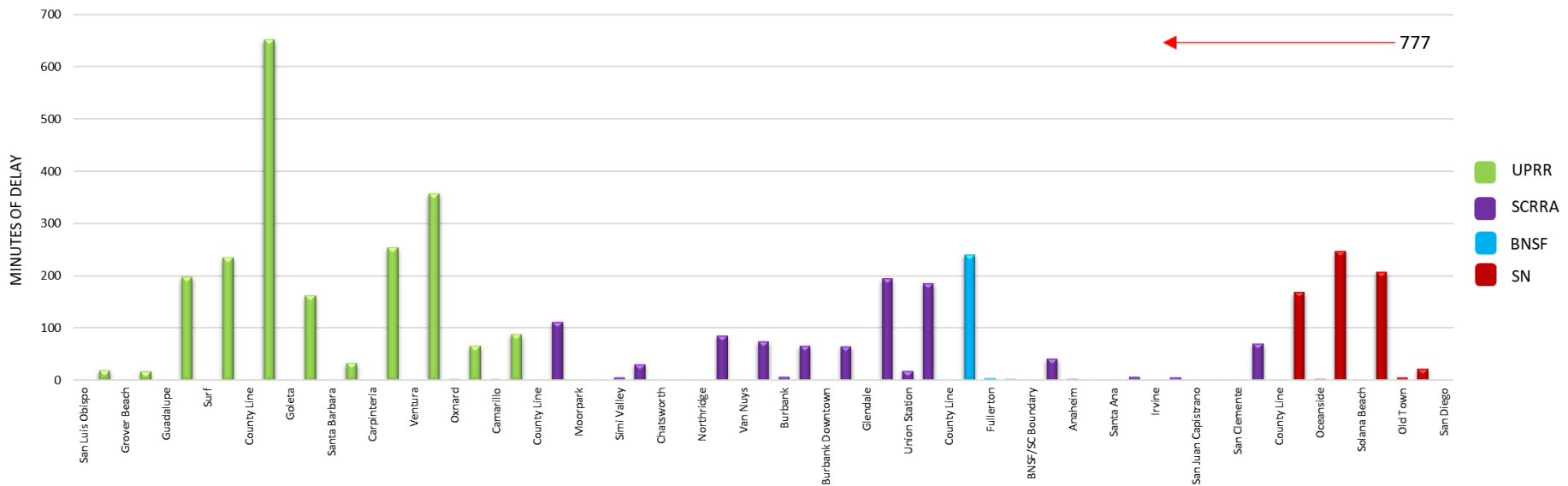


Train 777 – Delay Analysis

Train 777 - Host Delay Distribution



- For the quarter, 72.1 percent of total delay minutes (2,834) are CTI and PTI
- Majority of delays (52.8 percent) occur in UP territory
- PTI delays begin to increase at Oxnard and intensify as 777 travels north



Conclusions – Q3

- The OTP trend has shown some improvement, though still short of the 90 percent metric
- Train 785 continues to have initial terminal performance issues related to late Train 774
 - Combined these trains continue to lower system average by nearly two percent
- Train 777 experiencing significant issues with passenger train interference
- Host responsible delays for the quarter up by over 12,000 minutes vs. the prior year

Questions



September 16, 2019

To: Members of the Board of Directors
From: Jennifer L. Bergener, Managing Director
Subject: Pacific Surfliner Ridership Trend Analysis

Overview

In April and October of 2018, the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency's Pacific Surfliner passenger rail service implemented schedule and operational adjustments necessary to facilitate the implementation of peak-period service between Los Angeles and Ventura – Santa Barbara counties. A detailed evaluation of the ridership trends since the April 2018 schedule change has been performed as requested by the Board of Directors. The results of this analysis are presented for consideration.

Recommendation

Receive and file as an information item.

Background

The Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency (Agency) worked with the California State Transportation Agency, Amtrak, and in coordination with the Santa Barbara County Association of Governments (SBCAG), to develop an operating plan to provide peak-period service between Los Angeles and Ventura – Santa Barbara counties. On February 21, 2018, the LOSSAN Board of Directors (Board) approved a retimed Pacific Surfliner schedule to facilitate the implementation of peak-period service and directed staff to monitor service performance and report to the Board on that performance.

The retimed Pacific Surfliner schedule required modifications to existing Pacific Surfliner schedules, including a bifurcation of train 761 on the weekdays and other minor adjustments. In October 2018, as part of the regular biennial schedule change, additional operational and schedule adjustments were made. These additional adjustments included the bifurcation of train 769, the extension of train 567 to Goleta, as well as adjusting the southbound departures of trains 564 and 572 by approximately 25 minutes. The October 2018 adjustments,

specifically the bifurcation of train 769, were intended to support peak-period service by allowing for more time to make equipment turns in Goleta. The initial ridership, revenue, and cost projections associated with the retimed schedule reflected a modest decrease in both ridership and revenue at the onset of the peak-period service.

Discussion

As anticipated, the Pacific Surfliner has experienced an overall decrease in both ridership and revenue following the implementation of the peak-period schedule on April 1, 2018. A comparison of the 12 months preceding April 2018 and the 12 months since show an average loss of 7.5 percent, or about 19,000 riders, every month. Ridership on the new service has declined slightly since the initial introduction and is currently at approximately 90 riders per day. The summary of the ridership for the time periods mentioned is shown in Figure 1.1.

Pacific Surfliner	
Time Period	Average Monthly Ridership
April 2017 - March 2018	253,336
April 2018 - March 2019	234,344
Average Monthly Ridership Loss	(18,992)
Percent of Loss	-7.5%

Figure 1.1

Revenue on the Pacific Surfliner has performed slightly better than ridership during the same time period, but has still seen an overall downward trend as can be seen below. Figure 1.2 contains 24 months of performance data. The trendlines, however, are based on the performance since April 2018.

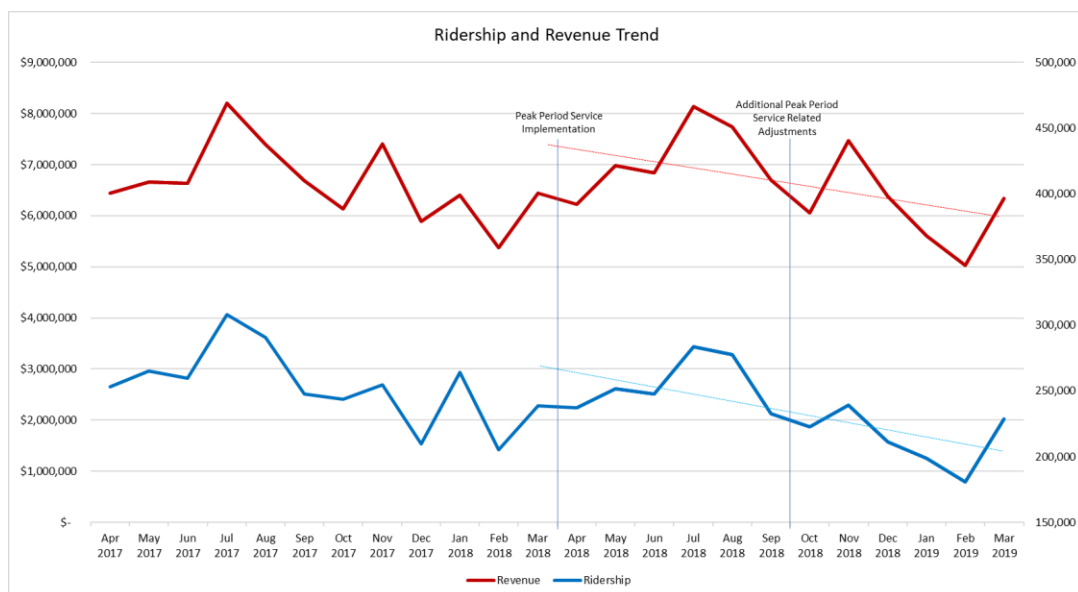


Figure 1.2

Train by Train Analysis

The LOSSAN Agency has been continually monitoring the performance of the peak-period service and performing weekly analysis of ridership patterns and OTP. With a full 12 months of data available, staff undertook a detailed system-wide analysis to evaluate the overall impact of the various schedule and other operational adjustments made to facilitate peak-period service. This involved a train by train analysis to determine what adjustments benefited the ridership trend

and what adjustments did not.

A summary of the average monthly impacts by train, separated into northbound and southbound trains is shown in Figure 1.3.

This is a comparison of the average monthly ridership for the 12 months prior to the implementation of peak period service with the 12 months following. The details of the significant findings are discussed below. This data excludes any special service trains. Weekend service was combined with weekday service ridership numbers where necessary to have an accurate comparison from year to year.

Southbound		Northbound	
Train	Average Monthly Impact	Train	Average Monthly Impact
562	(375)	761/561	(7,070)
564/1564	(1,138)	565/1565	(692)
566	240	567/1567/767/1767	632
1566	(36)	769/569/1569	(4,772)
768	(902)	573/1573	(1,121)
572/1572	(585)	579/1579	203
774	(347)	583	(567)
580	(63)	591	(141)
582/782	1,551	595	(420)
784/584/1584	(7,596)	759	2,644
590/790	(2,651)	763	1,611
592/792	5,960	777	216
796	(355)	785	(2,004)
<i>Net Impact</i>	(6,297)	1761	(797)
		<i>Net Impact</i>	(12,278)

Figure 1.3

Metrolink Rail 2 Rail Ridership

Although Pacific Surfliner ridership for April 2018 through March 2019 declined by 7.5 percent, the decline in Metrolink Rail 2 Rail (R2R) ridership has been nearly double that for the same period. As is demonstrated in Figure 1.4, average weekday R2R ridership for April 2018

	Average Monthly R2R Ridership		
	April 2017 - March 2018	April 2018 - March 2019	% Change
South	22,767	20,943	-8%
North	3,256	1,711	-47%
<i>Total</i>	26,023	22,655	-13%

Figure 1.4

through March 2019 decreased by 13 percent. However, as can be seen, the loss is particularly significant north of Los Angeles. This is a direct result of the bifurcation of trains 761 and 769. These were previous heavily utilized R2R trains. With the loss of these through connections, R2R passengers have shifted back to Metrolink or to other forms of transportation. The overall ridership trend can be seen in Figure 1.5.

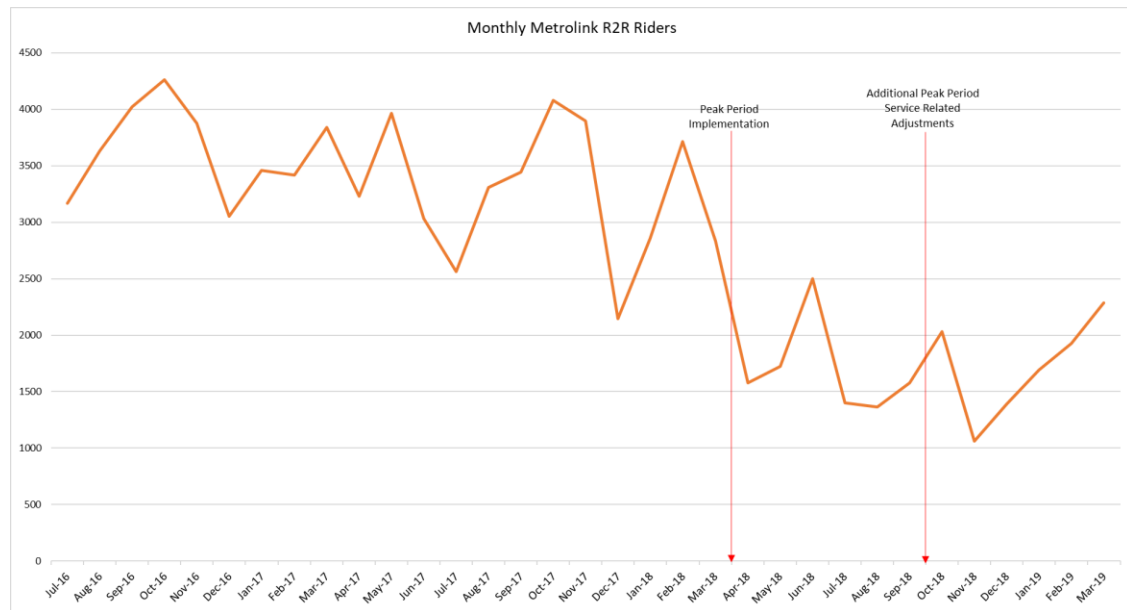


Figure 1.5

April 2018 vs. October 2018

One important finding of the analysis was that the impact to ridership throughout the year was not linear. As previously discussed, the adjustments in April 2018 had serious impacts on overall system ridership. However, ridership loss increased significantly in the time period following the October 2018 schedule change.

This continuing drop in ridership post-October 2018 is even more significant when taken on a train by train basis. Below are summary comparisons of the average monthly ridership impact broken down by train. This shows a side by side comparison of the averages for the six months before the October 2018 adjustments, and the six months after.

For southbound trains, those that saw significant changes, whether an adjustment in departure time or bifurcation, saw a corresponding drop in ridership as can be seen in Figure 1.6. Even the relatively minor timing adjustments to trains 564 and 572 resulted in considerable ridership loss.

The bottom-line number does not appear to increase significantly, but that is primarily due to the artificially high numbers associated with train 784. Train 784 was bifurcated in October 2017, so its ridership loss in the time period pre-October 2018 is inflated. Removing that outlier, the impact would be much more significant.

Southbound			
Train	Pre-October 2018 Average Monthly Impact	Post-October 2018 Average Monthly Impact	Comments
562	(352)	(398)	
564/1564	(794)	(1,482)	Departs 23 minutes earlier
566	213	268	
1566	(243)	171	
768	(1,392)	(411)	
572/1572	(64)	(1,106)	Departs 26 minutes earlier
774	(786)	92	
580	227	(353)	
582/782	4,287	(1,185)	Possible shift to 584
784/584/1584	(13,388)	(1,805)	Bifurcation in October 2017.
590/790	(5,084)	(219)	Possible shift from 792
592/792	10,855	1,066	Extension to Goleta October 2017.
796	608	(1,319)	
Net Impact	(5,912)	(6,681)	

Figure 1.6

For northbound trains, the impact of the October 2018 changes is much more significant as can be seen in Figure 1.7. As with the southbound, the trains that saw significant changes saw a corresponding drop in ridership. However, even those trains that saw increases in service, such as extensions beyond Los Angeles, did not see anticipated ridership growth.

Of note are trains 569 and 567. Train 569 saw the biggest adjustment with a bifurcation at Los Angeles, and an adjustment to a later departure time. This change has resulted in a significant ridership loss, equivalent to approximately 6,500 riders a month on average. Train 567 saw an increase in service, with an extension from Los Angeles up to Goleta. However, this only resulted in a ridership increase of a little over 1,000 passengers per month on average, or

fewer than 40 riders per day. This would indicate that the ridership demand does not exist to merit the costs of operating the extension.

Northbound			
Train	Pre-October 2018 Average Monthly Impact	Post-October 2018 Average Monthly Impact	Comments
759	2,982	2,306	
761/561	(7,649)	(6,492)	
565/1565	(311)	(1,072)	
567/1567/767/1767	90	1,173	Extension to Goleta
769/569/1569	(1,508)	(8,036)	Bifurcation. Departs 23 minutes later
573/1573	(524)	(1,718)	
579/1579	121	286	
583	(537)	(596)	
591	44	(325)	
595	(206)	(634)	
763	3,067	155	
777	955	(522)	
785	(1,836)	(2,172)	
1761	(1,025)	(570)	
Net Impact	(6,337)	(18,218)	

Figure 1.7

Next steps

Staff will continue to closely monitor the performance of the Pacific Surfliner Service on a train by train basis. Upcoming adjustments to the schedule in October 2019 associated with the implementation of the 13th roundtrip will no doubt cause additional impacts to ridership patterns. This increase in service brings the potential for the restoration of some of the previous ridership losses. Once sufficient data is available, another analysis will be performed to assess the impact of the 13th roundtrip and will be brought before the Board for consideration in advance of the planned April 2020 schedule change.

Summary

In April and October of 2018, regularly planned schedule changes for the Pacific Surfliner intercity passenger rail services were implemented to facilitate peak-period service between Los Angeles and Ventura – Santa Barbara counties. A detailed operational analysis has been performed as requested by the Board of Directors to consider the impacts of the operational adjustments necessary to support the implementation of peak-period service. Impacts for the first year include a significant decrease in overall ridership. Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency staff will return to the Board of Directors in Spring 2020 with further analysis following the implementation of the 13th roundtrip.

Attachment

None.

Prepared by:

A handwritten signature in black ink, appearing to read 'Roger M. Lopez', with a long horizontal line extending to the right.

Roger M. Lopez
Manager, Planning and Analysis
(714) 560-5438



September 16, 2019

To: Members of the Board of Directors
From: Jennifer L. Bergener, Managing Director
Subject: Quarterly Marketing Update

Overview

The Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency's fiscal year 2018-19 marketing effort supports key priorities outlined in the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency's fiscal years 2018-19 and 2019-20 business plan by engaging in marketing strategies and programs designed to help grow awareness, ridership, and revenue on the Pacific Surfliner service. This report provides a summary of marketing activities and performance through April 2019.

Recommendation

Receive and file as an information item.

Discussion

The Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency's (Agency) efforts to create awareness and generate interest in the Pacific Surfliner service include a broad range of marketing activities from communicating critical rider information and engaging with audiences through various channels to launching new service promotions and working to increase revenue related to key business objectives.

The LOSSAN Agency staff focuses on promoting ridership along the rail corridor by developing and implementing an array of marketing programs designed to strengthen the Pacific Surfliner brand, build a strong online presence, improve customer experience, add value for passengers, and leverage strategic partnerships.

Performance Summary

The Pacific Surfliner website captures traffic and drives users to Amtrak points of sale for ticketing. One of the key metrics that LOSSAN Agency staff reviews

to help align marketing activities with ridership and revenue is Amtrak referral sales reports, which include bookings generated by PacificSurfliner.com and resulting sales and revenue on Amtrak.com.

In the fourth quarter of fiscal year 2018-19, Amtrak reported an increase in ridership and sales over the previous year from leads generated by the Pacific Surfliner website – a positive indicator of people booking tickets as a direct result of engaging with the LOSSAN Agency's marketing efforts and visiting PacificSurfliner.com. Amtrak reports that the Pacific Surfliner website drove 444,619 qualified sales leads to Amtrak.com between January 2019 and July 2019, resulting in 40,198 bookings and \$2,628,885 in revenue. Referral sales tracking data was not available between January 2018 and February 2018 from Amtrak.com due to data processing issue, so a year-over-year comparison cannot be made for this time period.

While there have been fluctuations in overall ridership and revenue year-over-year, lead volume delivered to Amtrak.com continues to consistently increase, demonstrating that people are buying tickets as a direct result of visiting to the Pacific Surfliner website.

Sales referrals from PacificSurfliner.com represents only a portion of overall sales, as passengers are encouraged to use a variety of channels to purchase tickets including going direct to the Amtrak website and mobile app. Currently, sales reporting is not available for direct bookings on Amtrak.com, the Amtrak app, or via phone, and in station. LOSSAN Agency staff continue to work with Amtrak to refine reporting and insights.

				
	Unique visits to PacificSurfliner.com	Referral traffic to Amtrak.com	Bookings on Amtrak.com	Revenue
2019 TOTAL (Jan-Jul)	1,474,216	444,619	40,198	\$2,628,885

Marketing Highlights

A summary of ongoing marketing programs and initiatives is provided below.

Pacific Surfliner Market Café

The Pacific Surfliner will rebrand the Café car in fall 2019. The new Market Café brand reflects the market-style, grab-and-go service available on the train and is

intended to reduce confusion with Amtrak's full-service dining car options available on other routes. The new Market Café brand communicates a quick, convenient, and delicious option when dining onboard the train, with a logo design that reflects the distinct scenery on the Pacific Surfliner route including both waves along the coast and rolling hills north of Los Angeles. The rebrand supports efforts to increase food and beverage sales of our fresh products.

KDOC-TV Summer of Fun Promotion

The LOSSAN Agency has partnered with KDOC-TV to promote taking the Pacific Surfliner to leisure destinations within the LOSSAN rail corridor this summer and to build general awareness of the Pacific Surfliner service in key markets. The sponsorship allows Pacific Surfliner to participate in KDOC-TV's Summer of Fun promotion, which is designed to use the inventory and reach of KDOC-TV to offer viewers an ongoing list of destinations to experience, including travel tips and referrals to Pacific Surfliner tickets and discounts. This partnership provides a valuable opportunity for the Pacific Surfliner to build its brand awareness by leveraging the Orange County and Los Angeles reach of KDOC-TV, as well as the television station's established legacy and unique status in Southern California.

Rail Safety

In recognition of September's Rail Safety Month and U.S. Rail Safety Week, the Pacific Surfliner will highlight the importance of safety around train tracks with public education efforts and an outreach event in collaboration with California Operation Lifesaver (CAOL) and the Los Angeles Angels. The Pacific Surfliner will host an educational event featuring rail safety experts from CAOL on Sunday, September 1, 2019 at Angel Stadium, prior to the Angels game against the Boston Red Sox. Attendees learned valuable tips for staying safe around railroad tracks, including those used by the Pacific Surfliner. The Angels recently recorded a rail safety radio spot in partnership with the LOSSAN Agency encouraging fans to follow rail safety rules. The radio spot will run through September on Angels Radio 830AM KLAA. The LOSSAN Agency will also be sharing rail safety messages via public relations announcements, social media and online at www.pacificsurfliner.com/safety, in an effort to educate the public and reduce the risk of accidents, on or near railroad tracks.

Partnerships

To encourage consumers to travel on the Pacific Surfliner, offers such as year-round savings with California Everyday Discounts were promoted to encourage travel to popular destinations and events along the route, resulting in even more online visibility, earned media, and referral traffic for Pacific Surfliner bookings.

The LOSSAN Agency continues to build and cultivate partnerships to increase market share and brand awareness in target markets, driving key Southern California audiences to take the train. Participating in cross-promotional opportunities with strategic partners helps to decrease advertising costs and provides added value for Pacific Surfliner customers.

Major League Baseball

The LOSSAN Agency partnered with the Los Angeles Angels to promote taking the Pacific Surfliner to and from Angel Stadium in Anaheim for 2019 season home games, and to build general awareness of the Pacific Surfliner service. Angels Stadium is located across the street from the Anaheim Regional Transportation Intermodal Center, providing easy access to Pacific Surfliner service. The sponsorship was designed to embed the Pacific Surfliner brand into the Angels market and integrate with their loyal fan base through co-branded activities including advertising elements at Angels Stadium, digital placements on Angels.com, and social media posts across the Angels' social media channels. Additional exposure was also achieved via broadcast advertising throughout the season on KLAA 830AM and Fox Sports West TV.

The LOSSAN Agency also partnered with Entercom to promote taking the Pacific Surfliner to Petco Park for 2019 season San Diego Padres home games and to build general awareness of the Pacific Surfliner service in the San Diego area. This sponsorship with the flagship radio station (97.3 The Fan FM) of the San Diego Padres offers message frequency and brand awareness throughout the San Diego market and exposure to an extended commuter and leisure audience. The sponsorship includes radio spots in all Padres games through the end of September 2019, email and social media components, and radio production.

New Pacific Surfliner Website

A new PacificSurfliner.com website launched on August 13, 2019. featuring content and resources for discovering, planning, and booking trips by train in Southern California. The new website is designed to continue to increase customer engagement and online bookings, as well as provide technological flexibility to grow with the constantly evolving world of digital marketing.

Since its launch in late 2015, the PacificSurfliner.com website has continued to grow in popularity as an online destination for current and prospective riders, with 5.2 million-page views in fiscal year 2018-19 along with consistent year-over-year increases in site traffic. The website acts as the hub for all marketing activities, highlighting the unique onboard experience while also providing relevant schedule, station, and trip planning information before directing users to Amtrak points of sale to complete the ticketing process.

Summer Communications

The LOSSAN Agency continues to improve access to online service updates through the Pacific Surfliner website and Twitter page for passengers in transit and during trip planning. These customer communication tools are critical when Pacific Surfliner trains become busier during the summer, especially during San Diego Comic-Con and the start of the Del Mar Racing Season, which fell on the same week again in 2019 (July 17-21, 2019).

The LOSSAN Agency works closely with Amtrak to proactively manage the surge in ridership during these major events. This includes adding extra train cars, when possible, to increase capacity and operating an extra round-trip between Los Angeles and San Diego during San Diego Comic-Con. LOSSAN Agency staff continues to manage the Pacific Surfliner Twitter account as a dedicated channel for train status information to complement alerts available on the Amtrak website and mobile app.

Relaying timely service information and engaging in active social media monitoring and response helps enhance customer satisfaction. It is also critical in the event of major disruptions to help alleviate customer frustration and manage consumer expectations.

A pilot program is underway to share Pacific Surfliner service updates 24/7 via the Pacific Surfliner twitter account, in coordination with Amtrak. This will allow the account to continuously and consistently share information during all operating hours with passengers who have come to rely on the channel for service updates.

Summary

A summary of marketing activities and performance through July 2019 is provided. Recent marketing efforts included a rebrand of the Pacific Surfliner Café car, launch of a new Pacific Surfliner.com website, community outreach to promote rail safety, and various promotions designed to strengthen the Pacific Surfliner brand, build a strong online presence, improve customer experience, and offer added value for passengers. Amtrak continues to report a consistent increase in sales from bookings generated by the PacificSurfliner.com website – a positive indicator that passengers are booking tickets as a direct result of engaging with the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency's marketing efforts.

Attachment

None.

Prepared by:

A handwritten signature in blue ink, appearing to read "Emilia Doerr". The signature is fluid and cursive, with the first name "Emilia" and last name "Doerr" clearly distinguishable.

Emilia Doerr
Marketing & Communications Officer
714-560-5370



Quarterly Marketing Update

Board of Directors
September 16, 2019

Performance Summary

Amtrak reported an increase in sales and bookings generated by PacificSurfliner.com from April - June 2019 compared to the previous year*.

This is a positive indicator people are engaging with our marketing efforts and booking tickets through Pacific Surfliner.



Unique visits to
PacificSurfliner.com



Referral traffic to
Amtrak.com



Bookings on
Amtrak.com



Revenue

2019 TOTAL
(Jan-Jul)

1,474,216

444,619

40,198

\$2,628,885

Note: Currently, sales reporting is not available for direct bookings on Amtrak.com, the Amtrak app, via phone, or in the stations.

**Referral sales tracking data is not available between January 2018 and February 2018 from Amtrak.com due to data processing issue*

Pacific Surfliner Market Café

- Pacific Surfliner will rebrand the Café Car in fall 2019
- The new brand reflects our market-style, grab-and-go service
- Logo design reflects the scenery on our route, both waves along the coast and rolling hills north of Los Angeles. It also represents the farm fresh ingredients of our products.



Pacific Surfliner Market Café



Pacific Surfliner Market Café

PACIFIC SURFLINER MARKET CAFÉ

BREAKFAST FARE

Breakfast Burrito	\$4.50
Hot Breakfast Sandwich	\$4.50
Yogurt Parfait with Fruit	\$4.00
Breakfast Pastry or Muffin	\$2.75
Glassed Donut Holes	\$2.75
Cold Cereal (assorted, includes milk)	\$2.50
Breakfast Bistro Box	\$6.00

HOT FARE

Angus Cheeseburger	\$5.75
Jalapeño Cheeseburger	\$5.75
Hebrew National® Kosher Beef Hot Dog	\$4.50
Digiorno® Pizza	\$5.75
Noodle Cup	\$2.00
Tamale (Beef or Chicken)	\$4.00

COMBO MEALS

MAKE IT A COMBO: ADD \$1.00
Includes a coffee, tea, or hot chocolate with a breakfast item.

FRESH SANDWICHES & SALADS

Select items change seasonally.

Artisan Sandwich	\$7.00
Featured Deli Salad	\$5.00
Featured Entree Salad	\$7.00

COMBO MEALS

MAKE IT A COMBO: ADD \$3.00
Includes a bag of chips and a soda or bottled water with a hot fare, fresh sandwich, or salad item.

SNACKS & SWEETS

Cheese & Cracker Bistro Box	\$6.00
Veggie & Dip Bistro Box	\$6.00
Trail Mix or Pistachios	\$4.00
Hummus with Pretzels	\$3.50
Cookies (assorted)	\$1.75
Candy (assorted)	\$2.25
Chips (assorted)	\$2.00
Tiny Twist Pretzels	\$2.00
Fresh Fruit Cup	\$4.00

KIDS SNACK PACK

The Kids Snack Pack features popular items for kids of all ages. The grab-and-go box is packed with sweet and savory snacks, and comes complete with a drink and fun activities. \$5.00

BUS / RAIL DAY PASSES

LA Metro Bus/Rail One-Day Pass	\$7.00
San Diego MTS Bus/Trolley One-Day Pass	\$5.00

BEVERAGES

Naked® Juice Smoothie	\$3.75
Iced Tea	\$3.00
Orange or Cranberry Juice	\$2.50
Bottled Water	\$2.25
San Pellegrino® Sparkling Water	\$3.00
Soft Drinks	\$2.25
Milk (2%)	\$1.50
Coffee, Tea or Hot Chocolate	\$2.00

BEER, WINE & COCKTAILS

Featuring local craft beverages.

Local Craft Beer (22 oz.)	\$9.00
Local Craft Beer (16 oz.)	\$7.50
Import and Local Craft Beer (12 oz.)	\$6.00
Domestic Beer (12 oz.)	\$5.00
California Wine Half Bottle (375 ml.)	\$15.00
California Sparkling Wine (187 ml.)	\$7.00
Mimosas	\$7.00
Cocktails (90 ml.) includes mixer	\$7.00

SUNDRIES

Amtrak® Commemorative Playing Cards	\$4.00
Eatbuds	\$5.00

OTHER

RELAX. SNACK. REPEAT.

MARKET CAFÉ LOWER LEVEL

VISIT THE MARKET CAFÉ CAR 3, LOWER LEVEL

KDOC-TV Summer of Fun Promo

Partnership with KDOC-TV promotes taking the Pacific Surfliner to leisure destinations along the Los Angeles – San Diego – San Luis Obispo rail corridor.



[Video] KDOC-TV highlights

Rail Safety

In recognition of September Rail Safety Month and U.S. Rail Safety Week, the Pacific Surfliner will highlight the importance of safety around train tracks.



Pacific Surfliner ✓

Despite being illegal & extremely dangerous, people continue to walk, exercise & take pictures on or near railroad tracks. For your **safety** & the **safety** of others, please respect the rails & stay off the tracks. Learn more: pacificsurfliner.com/safety #RailSafetyWeek



Pacific Surfliner ✓

Safety Reminder: ONLY cross train tracks at designated pedestrian or roadway crossings & obey all warning signs & signals. To report an emergency at a train crossing, locate the Emergency Notification System sign & call the number provided.



Pacific Surfliner

September is Rail Safety Month. Let's work together to keep people safe and away from railroad tracks. Keep an eye out for important information and tips from our page about rail safety.

Learn more: pacificsurfliner.com/safety



Major League Baseball

The LOSSAN Agency partnered with the Los Angeles Angels to promote taking the Pacific Surfliner to and from Angels Stadium in Anaheim for 2019 season home games, and to build general awareness of the Pacific Surfliner service.



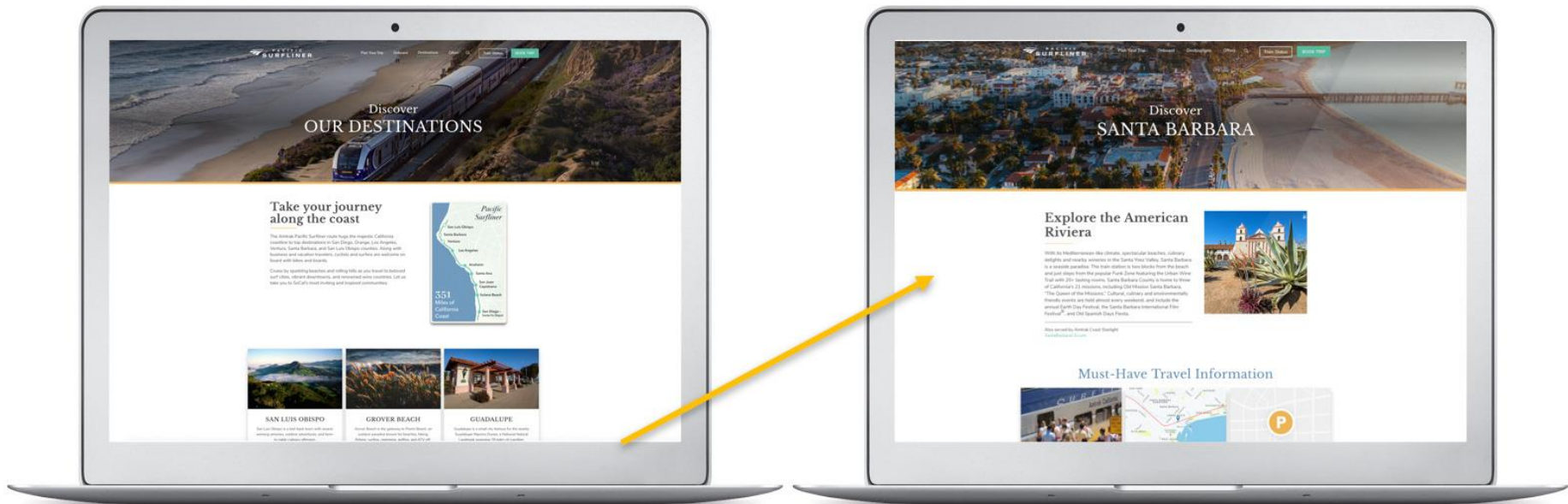
The screenshot displays the official website of the Los Angeles Angels. The header includes navigation links for News, Video, Scores, Tickets, Schedule, Community, Stats, Roster, Fans, Angel Stadium, Apps, Shop, MLB TV, Fantasy, Vote, Teams, Español, and More. The main content area features a large 'SINGLE GAME TICKETS STARTING AT \$8' banner, a 'Latest News' section with articles about Heaney, Simmons, and VOTE NOW, and a '2019 Home Games' schedule. The schedule lists games against SEA, LAD, and CIN. A 'Standings' table is also visible, showing the Angels' position in the AL West.

American League				
AL West				
Team	W	L	%	GB
HOU	44	21	.677	-
TEX	32	29	.525	10.0
OAK	32	31	.508	11.0
LAA	30	34	.469	13.5
SEA	27	40	.403	18.0

Launch of New PacificSurfliner.com

A new PacificSurfliner.com website launched on August 13th, 2019.

The new website is designed to continue to increase customer engagement and online bookings, as well as provide technological flexibility to grow with the constantly evolving world of digital marketing.



Comic-Con & Del Mar Racing

July 17 – July 21, 2019

- Provided timely updates online to manage demand and enhance the customer experience
- Created relevant content to increase engagement and attract influencers
- Utilized social media to establish relationships and connect with new audiences



Pacific Surfliner
@PacSurfliners

REMINDER: Train 591 is expected to be very busy today (7/20) btwn LAX & SAN. Trains 1564, 1566 & 1573 may also be busy. Consider Business Class (if available) or other trains for best seating availability.

Tips & more:

blog.pacificsurfliner.com/2019/07/03/ext...

#SurflinerAlert



Customer Engagement

Social media campaigns drive engagement and inspire “word of mouth” marketing to extend overall reach to relevant audiences.



Brittany Curran @BrittanyCurran · Jul 22

First of all: best **train** ride back from @comic_con ever. Second of all: it took FOUR adults to put this @harrypotterfilm Ford Anglia car puzzle together. 🚂🍷🍷 #LivingOurBestLife #ChampagneAndHarryPotter #SDCC @tashapuffs @misfitstamara @jamesisntcool... ift.tt/32M2MhN



1

2

77



Katla McGlynn @katlamcglynn · Jul 17

Ran into @thomaslennon on the way to @Comic_Con because only the *cool* kids take @Amtrak business class to the con! #SDCC #HereWeGo



4



Sean Neprud @baddeacon · Jul 21

This part of the **train** ride home, along the ocean, is the nicest part of taking the **train** to and from San Diego for #SDCC



Looking Ahead

- Pacific Surfliner Game of the Week
- October Schedule Change
- Fall Work Windows
- Holiday Travel Communication
- Winter Ridership Campaign